



AMENDED AGENDA

The following will be considered at the Regular Meeting of the Doña Ana County Board of County Commissioners to be held on Tuesday, September 9, 2025, at 9:00 a.m. in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico:

- **Invocation/Moment of Silence:** Moment of Silence
- **Pledge of Allegiance**
- **Roll Call of Commission Members Present and Determination of Quorum**

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

- **CHANGES TO THE AGENDA:** Scott Andrews, County Manager.
- **CONSENT AGENDA:** The Board will be asked to approve by one motion the following items of recurring or routine business:

1. Doña Ana County Treasurer's Financial Report for the month of June 2025. Marisol Richardson, County Treasurer
2. Approve Budget Revision and Resolution allocating funds Opioid Settlement Expenditures Jamie Michael, HHS Director
3. Approve a \$331,349 budget revision from reserves to the OEM emergency fund budget and a task order with IEM under the multi-service agreement for flood recovery support. Amanda Bowen, OEM Manager
4. Memorandum of Understanding (MOU) with the New Mexico Secretary of State in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election, with associated Budget Revision and Resolution Amanda López Askin, County Clerk
5. The Doña Ana County Facilities & Services Department requests BOCC approval and acceptance of the listed grant agreements for full execution and is prepared to implement the projects upon final approval from DFA. Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, change orders, and renewals associated with these projects. Approval of the associated budget revision and budget resolution is also requested. Robert Herrera, Facilities & Services, Director
Justin Weaver, Project Manager
6. Budget Revision and Resolution for agency evaluation contract services in the amount of \$130,000 and the purchase of two (2) ambulances in the amount of \$591,400 for FY26 from County Reserves Andrew Bowen, Interim Fire Chief

7. Application to apply for a New Mexico Grant Council Grant through the State Fire Marshal's Office to purchase fire apparatus and fire equipment Andrew Bowen, Interim Fire Chief

• **EMPLOYEE RECOGNITION:** The Commission will recognize Doña Ana County employees for their years of service to Doña Ana County — Read by Deborah Weir, Assistant County Manager.

<u>Name</u>	<u>Department</u>	<u>Years of Service</u>
Mitchell Moore	Sheriff's	10
Nathan Jimerson	Sheriff's	10
Noel Hernandez	Detention Center	10
Jonathan Gonzalez	Detention Center	10
Joab Puente	Detention Center	20

• **EMPLOYEE SPECIAL RECOGNITION:** The Human Resources Department will present the Employee of the Month and Special Recognition awards to honor outstanding Doña Ana County employees — Presented by: Meg Haines, Human Resources Director

<u>Name</u>	<u>Department</u>	<u>Award</u>
Jacob Alderete	Detention Center	Employee of the Month (Internal)
Michelle Blackwell	Flood	Employee Special Recognition
Mireya Rascon	Utilities	Employee Special Recognition (Month of July)

• **PROCLAMATIONS**

8. Proclamation declaring the week of September 21-27, 2025 as Startup Week Scott Andrews, County Manager
9. Proclamation recognizing the 30th Anniversary of the Paso del Norte Health Foundation Scott Andrews, County Manager

• **PUBLIC INPUT**

• **COMMISSION INPUT**

• **COUNTY ELECTED OFFICIALS' INPUT**

• **STAFF INPUT**

• **COMMISSION-APPOINTED BOARD REPORT BACKS**

• **PRESENTATIONS**

10. Workday Project Review and Current Updates. Geof Abruzzi, IT Applications Programming Manager
11. Overview of Colonias Windshield Survey data collection project. Jamie Michael, HHS Director

• MINUTES

12. Regular Meeting Minutes for August 26, 2025 and Work Session September 02, 2025 Brandi Delgado,
Administrative Assistant

• APPROVALS

13. Approve resolution of an MOU between Doña Ana County and the Village of Hatch for fire and EMS services Andrew Bowen,
Interim Fire Chief
14. Authorization to Publish Notice of Hearing, Title, and General Summary for a Local Development Act (LEDA) Ordinance approving Reduced Permit Fees for Project Jupiter. Christina Ainsworth,
Community Development
Director
Denisse Carter
Economic Development
Director

• HEARINGS and ORDINANCES

15. Final Plat Approval for a Type II Subdivision to be known as Vado New Horizons Subdivision, Phase 1. Christina Ainsworth,
Community Development
Director

• COMMISSION INPUT (FOLLOW-UP)**• CORRESPONDENCE**

16. Correspondence received by Doña Ana County.

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978).

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

THIS AGENDA IS SUBJECT TO CHANGE

NOTE: Doña Ana County will ensure effective communication with individuals with disabilities and will, upon request, provide auxiliary communication aids and services to afford those individuals equal opportunity for participation in Doña Ana County sponsored meetings, events, or activities. Any request should be made to the Americans with Disabilities Act Coordinator, in writing, or by phone, **at least two business days** prior to the event at which accommodation is needed. If you have any questions regarding examples of reasonable accommodations, please contact the ADA Coordinator, at 525-5878 (voice) or 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Spanish language interpretation services are now available upon request for participation in Doña Ana County sponsored meetings, events, or activities. Please contact the Community & Constituent Services Office at 525-6163, at least 48 hours prior to the event. **Por favor de contactar la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**



AGENDA ENMENDADA

Lo siguiente se considerará en la Reunión Ordinaria de la Junta de Comisionados del Condado de Doña Ana que se llevará a cabo el martes 9 de septiembre de 2025 a las 9:00 a.m. en la Sala de la Comisión del Condado de Doña Ana, 1er Piso, Centro de Gobierno del Condado de Doña Ana, 845 North Motel Boulevard, Las Cruces, Nuevo México:

- **Invocación / Momento de Silencio**: Momento de Silencio
- **Juramento a la bandera**
- **Pase de lista de miembros de la Comisión presentes y determinación del quórum**

LA COMISIÓN SE REÚNE COMO LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO EN SESIÓN ABIERTA

- **CAMBIOS EN LA AGENDA**: Scott Andrews, Administrador del Condado.
- **AGENDA DE CONSENTIMIENTO**: Se solicitará a la Junta que apruebe mediante una moción los siguientes puntos de asuntos recurrentes o de rutina:

- | | | |
|----|--|---|
| 1. | Informe financiero de la Tesorera del Condado de Doña Ana para el mes de junio de 2025. | Marisol Richardson,
Tesorera del condado |
| 2. | Aprobar la revisión presupuestaria y la resolución de los gastos de los fondos de conciliación de opioides | Jamie Michael,
Directora del HHS |
| 3. | Aprobar una revisión presupuestaria de 331,349 dólares al presupuesto del OEM y una orden de trabajo con IEM bajo el acuerdo de servicios múltiples para el apoyo a la recuperación de inundaciones. | Amanda Bowen,
Gerente de OEM |
| 4. | Memorando de Entendimiento (MOU) con la Secretaria de Estado de Nuevo México por un monto de 223,798.92 dólares para llevar a cabo y administrar las Elecciones Locales Regulares de 2025, con la Revisión y Resolución del Presupuesto correspondiente. | Amanda López Askin,
Secretaria del Condado |

5. El Departamento de Instalaciones y Servicios del Condado de Doña Ana solicita a BOCC la aprobación y aceptación de los acuerdos de subvención enumerados para su completa ejecución y está preparado para implementar los proyectos tras la aprobación final del DFA. Asimismo, se solicita la aprobación para autorizar al Administrador del Condado a otorgar la autorización de firma para la ejecución de todos los contratos, enmiendas, órdenes de cambio y renovaciones relacionados con estos proyectos. También se solicita la aprobación de la revisión y resolución presupuestaria correspondientes.
Robert Herrera,
Instalaciones y Servicios,
Director
Justin Weaver,
Gerente de Proyecto
6. Revisión y resolución del presupuesto para los servicios de evaluación del contrato de la agencia por un monto de 130,000 dólares y la compra de dos (2) ambulancias por un monto de 591,400 dólares para el año fiscal 2026 de las Reservas del Condado.
Andrew Bowen,
Jefe de Bomberos
Interino
7. Solicitud para solicitar una subvención del Consejo de Subvenciones de Nuevo México a través de la Oficina del Jefe de Bomberos del Estado para comprar aparatos y equipos contra incendios
Andrew Bowen,
Jefe de Bomberos
Interino

• **RECONOCIMIENTO A LOS EMPLEADOS:** La Comisión reconocerá a los empleados del Condado de Doña Ana por sus años de servicio al Condado de Doña Ana. Leído por Deborah Weir, Administradora Asistente del Condado.

<u>Nombre</u>	<u>Departamento</u>	<u>Años de servicio</u>
Mitchell Moore	Alguacil	10
Nathan Jimerson	Alguacil	10
Noel Hernandez	Centro de Detención	10
Jonathan Gonzalez	Centro de Detención	10
Joab Puente	Centro de Detención	20

• **RECONOCIMIENTO ESPECIAL A LOS EMPLEADOS:** El Departamento de Recursos Humanos entregará los premios al Empleado del Mes y al Reconocimiento Especial para honrar a los empleados destacados del Condado de Doña Ana. Presentado por: Meg Haines, Directora de Recursos Humanos.

<u>Nombre</u>	<u>Departamento</u>	<u>Premio</u>
Jacob Alderete	Centro de Detención	Empleado del Mes (interno)
Michelle Blackwell	Inundación	Reconocimiento Especial al empleado
Mireya Rascon	Servicios Públicos	Reconocimiento Especial al empleado (Mes de Julio)

• **PROCLAMACIONES**

8. Proclamación que declara la semana del 21 al 27 de septiembre de 2025 como Semana de Startup
Scott Andrews,
Administrador del
condado
9. Proclamación en reconocimiento al 30º Aniversario de la Fundación de Salud Paso del Norte
Scott Andrews,
Administrador del
condado

- **OPINIÓN PÚBLICA**
- **APORTES DE LA COMISIÓN**
- **APORTES DE LOS FUNCIONARIOS ELEGIDOS DEL CONDADO**
- **APORTACIONES DEL PERSONAL**
- **INFORME DE LA JUNTA DESIGNADA POR LA COMISIÓN**

- **PRESENTACIONES**

- | | |
|---|---|
| 10. Revisión del proyecto Workday y actualizaciones actuales. | Geof Abruzzi,
Gerente de Programación
de Aplicaciones de TI |
| 11. Descripción general del proyecto de recopilación de datos de la Encuesta de Parabrisas de Colonias. | Jamie Michael,
Directora del HHS |

- **MINUTAS**

- | | |
|---|---|
| 12. Acta de la Reunión Ordinaria del 26 de agosto de 2025 y Sesión de Trabajo del 2 de septiembre de 2025 | Brandi Delgado,
Asistente Administrativa |
|---|---|

- **APROBACIONES**

- | | |
|---|---|
| 13. Aprobar la resolución de un memorando de entendimiento (MOU) entre el Condado de Doña Ana y Villa de Hatch para servicios de bomberos y EMS | Andrew Bowen,
Jefe de Bomberos
Interino |
| 14. Autorización para publicar aviso de audiencia, título y resumen general de una ordenanza de la Ley de Desarrollo Local (LEDA) que aprueba tarifas de permisos reducidas para el Proyecto Júpiter. | Cristina Ainsworth,
Directora de Desarrollo
de la Comunidad
Denisse Carter
Directora de Desarrollo
Económico |

- **AUDIENCIAS Y ORDENANZAS**

- | | |
|---|--|
| 15. Aprobación final del plano para una subdivisión Tipo II que se conocerá como Subdivisión Vado New Horizons, Fase 1. | Christina Ainsworth,
Directora de Desarrollo
de la Comunidad |
|---|--|

- **APORTES DE LA COMISIÓN (SEGUIMIENTO)**

- **CORRESPONDENCIA**

16. Correspondencia recibida por el Condado de Doña Ana.

LA COMISIÓN PUEDE REUNIRSE EN SESIÓN CERRADA. La Junta puede reunirse en sesión cerrada sobre un asunto de personal limitado, la compra, adquisición o disposición de bienes inmuebles y derechos de

agua, para discutir información que esté cubierta por el privilegio abogado-cliente en relación con litigios amenazados o pendientes, según lo autorizado por la Ley de Reuniones Abiertas, Sección 10-15-1(H)(2), (7) y (8) (NMSA 1978).

LA COMISIÓN PODRÁ REUNIRSE EN SESIÓN ABIERTA para tomar medidas, si las hubiere, sobre los temas de la sesión cerrada.

LA COMISIÓN CIERRA SU SESIÓN MIENTRAS LA JUNTA DE COMISIONADOS DEL CONDADO Y LA JUNTA DE FINANZAS DEL CONDADO ESTÁN EN SESIÓN ABIERTA

ESTA AGENDA ESTÁ SUJETA A CAMBIOS

NOTA: El Condado de Doña Ana garantizará una comunicación eficaz con las personas con discapacidad y, previa solicitud, proporcionará ayudas y servicios de comunicación para brindarles igualdad de oportunidades de participación en las reuniones, eventos o actividades patrocinadas por el Condado de Doña Ana. Cualquier solicitud debe dirigirse al Coordinador de la Ley de Estadounidenses con Discapacidades (ADA), por escrito o por teléfono, **al menos dos días hábiles** antes del evento en el que se requiera la adaptación. Si tiene alguna pregunta sobre ejemplos de adaptaciones razonables, comuníquese con el Coordinador de la ADA al 525-5878 (voz) o al 525-2951 (TTY), 845 N. Motel Blvd., Las Cruces, NM 88007.

Los servicios de interpretación en español ahora están disponibles a pedido para participar en reuniones, eventos o actividades patrocinadas por el condado de Doña Ana. Comuníquese con la Oficina de Servicios Comunitarios y Constituyentes al 525-6163, al menos 48 horas antes del evento. **Por favor de contactar la Oficina de Servicio a la Comunidad y Constituyentes al 525-6163 por lo menos 48 horas por adelantado para pedir este servicio.**

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Treasurer's Office

Initiating Department

Marisol Richardson, County Treasurer

Contact Person

September 9, 2025

Meeting Date

1

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

DOÑA ANA COUNTY TREASURER'S FINANCIAL REPORT FOR THE MONTH OF JUNE 2025.

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Request for consent approval of the Monthly Financial Report. Approval confirms its review by the commission and its availability to the public

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Financial Reports include the following pages:

Summary of Cash

Investment Detail

Fund Report

Bond Schedule

Schedule of Debt

SUMMARY OF FINANCIAL IMPACT

The Treasurer's report provides an overview of the financial health of the Doña Ana County governmental body and its subsidiaries.

ADMINISTRATIVE REVIEW AND APPROVAL

Marisol Richardson, County Treasurer

Eric Rodriguez, Chief Deputy County Treasurer

Asma Dawood, Finance Director

Scott Andrews, County Manager

Created/Initiated - 8/19/2025

Approved - 8/21/2025

Approved - 8/28/2025

Final Approval - 9/4/2025

DOCUMENT CONTROL

For Signature: No

For Recording: Yes

Deadline for Return:

FROM THE OFFICE OF THE
Doña Ana County Treasurer



Treasurer's Financial Report

June 2025

Distributed on September 9, 2025

Distributed to:

Doña Ana County Board of Commissioners

County Manager-Scott Andrews

County Clerk-Amanda Lopez Askin, Ph. D.

Finance Director- Asma Dawood

Treasurer's Monthly Financial Reports
As of June 30, 2025

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DOÑA ANA COUNTY

Cash and Investment Reconciliation

As of June 30, 2025

	Bank Statement	Outstanding Deposits	Outstanding Remittance	Adjustments	General Ledger
Cash on Hand:					
11100 Cash Treasurer's Department	3,000.00				3,000.00
11200 Petty Cash - Other Departments	<u>6,912.05</u>				<u>6,912.05</u>
Total	9,912.05				9,912.05
Cash in Banks:					
11103 Wells Fargo Depository Account	4,333,072.22	8,766.16	(8,352,512.69)	0.00	(4,010,674.31)
11139 Wells Fargo-CRRUA	371,449.05	51,679.45	(511,977.35)	0.00	(88,848.85)
11143 Wells Fargo-Self Funded Health Insurance	351,675.37			0.00	351,675.37
11145 Inmate Trust Fund-Keefe	204,721.72	19,045.83	(59,394.76)	(66,443.26) A	97,929.53
11146 Wells Fargo-Property Tax	1,404,594.75	105,136.18	(68,811.52)	0.00	1,440,919.41
11460 Earned Premium/Discount	0.00			0.00	0.00
12050 Returned Checks	<u>3,710.40</u>			0.00	<u>3,710.40</u>
Sub-total	6,669,223.51				(2,205,288.45)
Investments:					
11112 Investments--Detail on page 6	176,401,038.56			(0.00)	176,401,038.56
11465 Fair Value Adjustment	<u>(1,080,323.39)</u>			0.03	<u>(1,080,323.36)</u>
Investments at Fair Market Value	175,320,715.18				175,320,715.20
11319 Investments--CRRUA	1,666,700.86			0.00	1,666,700.86
Unrecorded Cash				(42,030.92) C	(42,030.92)
Total All Interfund Accounts	<u>183,666,551.60</u>	<u>184,627.62</u>	<u>(8,992,696.32)</u>	<u>(108,474.16)</u>	<u>174,750,008.74</u>

A Misc Adjustment- Outstanding Payables (\$25,165.66) + Reconciling Items (41,277.60)

B Unrecorded cash transactions due to new ERP system set-up (42,030.92)

Doña Ana County Deferred Revenue	<u>(42,030.92)</u>
	(42,030.92)

Doña Ana County ~ INVESTMENTS

#	TYPE	FUND	INVEST DATE	MATURITY DATE	TERMS DAYS/PYMT	RATE	HOLDING AGENCY BANK	ID NUMBER	COST AMOUNT	FAIR MARKET VALUE
LOCAL BANKS										
1	CD	F-001+ (Gen/Co-mingle)	08/03/23	08/03/25	Mon	4.9000	First American	325517432	500,000.00	500,000.00
2	CD	F-001+ (Gen/Co-mingle)	02/07/24	08/07/25	Mon	4.4090	Sunflower - First Nat'l	1086300489	1,000,000.00	1,000,000.00
3	CD	F-001+ (Gen/Co-mingle)	11/07/24	08/07/25	Qtrly	4.4500	First New Mexico	52294131	558,271.44	558,271.44
4	CD	F-001+ (Gen/Co-mingle)	10/07/23	10/07/25	Mon	5.5000	Century Bank	510100043	250,000.00	250,000.00
5	CD	F-001+ (Gen/Co-mingle)	03/25/25	12/25/25	Mat	4.1000	First American	325517435	500,000.00	500,000.00
6	CD	F-001+ (Gen/Co-mingle)	01/03/23	01/03/26	Qtrly	3.2500	First Savings Bank	13408419	3,244,093.76	3,244,093.76
7	CD	F-001+ (Gen/Co-mingle)	02/28/24	02/28/26	Mon	4.7930	Firstlight FCU	9775244-0203	2,223,903.79	2,223,903.79
8	CD	F-001+ (Gen/Co-mingle)	03/06/23	03/06/26	Mon	4.3500	Century Bank	518000435	2,000,000.00	2,000,000.00
9	CD	F-001+ (Gen/Co-mingle)	03/07/24	03/07/26	Mon	4.6100	First American	325517433	1,000,000.00	1,000,000.00
10	CD	F-001+ (Gen/Co-mingle)	04/11/24	04/11/26	Mon	3.5000	Citizens Bank	115283135	1,000,000.00	1,000,000.00
11	CD	F-001+ (Gen/Co-mingle)	04/05/24	05/05/26	Mon	4.4100	WestStar Bank	7768597	1,052,718.31	1,052,718.31
12	CD	F-001+ (Gen/Co-mingle)	02/13/24	02/13/27	Mon	4.1000	NUSENDA CU	100575	250,000.00	250,000.00
13	CD	F-001+ (Gen/Co-mingle)	04/15/25	04/14/27	Mat	3.5000	Citizens Bank	115283136	1,000,000.00	1,000,000.00
14	Svgs	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Mon	0.2000	Firstlight FCU	9775244-0001	27.38	27.38
15	Svgs	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Mon	0.2700	NUSENDA CU	100575-1	86.63	86.63
16	Chkng	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Mon	0.0000	Wells Fargo Bank	4431921998	7,730.41	7,730.41
							LOCAL BANKS	SUB-TOTAL	14,586,831.72	14,586,831.72
17	DAC	F-001+ (Gen/Co-mingle)	12/17/08	12/15/33	6 Mon	2.0000	Doña Ana County	Series 2008	3,405,000.00	3,405,000.00
							DAC REVENUE BOND	SUB-TOTAL	3,405,000.00	3,405,000.00
LIQUIDITY PORTFOLIO										
18	MM-PT	F-035 (Crisis Triage Center)	06/01/25	06/30/25	Daily	4.2200	WFB AGI Gov MMF Sel 3802	1BC20521	360,542.56	360,542.56
18	MM-PT	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Daily	4.2200	WFB AGI Gov MMF Sel 3802	1BC20521	1,633,212.65	1,633,212.65
									1,993,755.21	1,993,755.21
19	MM - MAIN	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Daily	4.2200	WFB AGI Gov MMF Sel 3802	1BB65574	3,204,494.97	3,204,494.97
									3,204,494.97	3,204,494.97
20	MM-HLTHCARE	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Daily	4.2100	WFS Invesco Prem US Govt 1949 MMF	1BD01328	6,987,750.84	6,987,750.84
									6,987,750.84	6,987,750.84
							OPERATING MONEY MARKETS	SUB-TOTAL	12,186,001.02	12,186,001.02
MAIN PORTFOLIO										
21	Agency	F-001+ (Gen/Co-mingle)	08/09/22	08/27/25	6 Mon	0.6000	Federal Home Loan Bank	3130AJZ36	92,000.00	99,403.00
22	Agency	F-001+ (Gen/Co-mingle)	12/15/20	12/15/25	6 Mon	0.6000	Federal Home Loan Bank	3130AKJW7	1,000,000.00	983,830.00
23	Agency	F-001+ (Gen/Co-mingle)	11/19/24	08/26/27	6 Mon	4.4431	Federal Home Loan Bank	3130ALAX2	113,576.25	117,410.00
24	Agency	F-001+ (Gen/Co-mingle)	03/09/21	09/09/26	6 Mon	0.4000	Federal Home Loan Bank	3130ALB78	1,995,000.00	1,926,140.00
25	Agency	F-001+ (Gen/Co-mingle)	02/26/21	02/26/26	6 Mon	0.8722	Federal Home Loan Bank	3130ALEK6	995,500.00	977,560.00
26	Agency	F-001+ (Gen/Co-mingle)	02/25/21	08/25/27	Mon	1.0000	Federal Home Loan Bank	3130ALE26	200,000.00	188,384.00
27	Agency	F-001+ (Gen/Co-mingle)	03/29/21	03/29/29	6 Mon	1.0000	Federal Home Loan Bank	3130ALLW2	1,000,000.00	933,070.00
28	Agency	F-001+ (Gen/Co-mingle)	03/30/21	03/30/26	6 Mon	1.0000	Federal Home Loan Bank	3130ALMM3	1,000,000.00	976,390.00
29	Agency	F-001+ (Gen/Co-mingle)	05/27/21	11/27/26	6 Mon	1.0000	Federal Home Loan Bank	3130AMHE5	999,750.00	959,170.00
30	Agency	F-001+ (Gen/Co-mingle)	06/30/21	06/30/26	6 Mon	1.0000	Federal Home Loan Bank	3130AMWU2	1,000,000.00	970,650.00
31	Agency	F-001+ (Gen/Co-mingle)	07/28/21	07/28/28	6 Mon	0.5000	Federal Home Loan Bank	3130ANC57	2,000,000.00	1,918,920.00
32	Agency	F-001+ (Gen/Co-mingle)	07/15/21	07/15/26	6 Mon	0.7500	Federal Home Loan Bank	3130AN5F3	200,000.00	194,980.00
33	Agency	F-001+ (Gen/Co-mingle)	10/21/21	10/28/26	6 Mon	1.0500	Federal Home Loan Bank	3130APFU4	996,500.00	961,980.00
34	Agency	F-001+ (Gen/Co-mingle)	01/26/22	01/26/26	6 Mon	1.1250	Federal Home Loan Bank	3130AQJ33	1,994,000.00	1,974,820.00
35	Agency	F-001+ (Gen/Co-mingle)	02/08/22	02/27/26	6 Mon	1.8000	Federal Home Loan Bank	3130AQWH2	1,000,000.00	984,700.00
36	Agency	F-001+ (Gen/Co-mingle)	02/24/22	02/24/27	6 Mon	2.0500	Federal Home Loan Bank	3130AQWJ8	1,000,000.00	969,690.00
37	Agency	F-001+ (Gen/Co-mingle)	02/24/22	02/24/27	6 Mon	2.0200	Federal Home Loan Bank	3130AQW33	4,000,000.00	3,876,880.00
38	Agency	F-001+ (Gen/Co-mingle)	02/04/22	08/28/25	6 Mon	1.7500	Federal Home Loan Bank	3130AQX73	1,000,000.00	995,750.00
39	Agency	F-001+ (Gen/Co-mingle)	02/28/22	02/24/27	6 Mon	2.2500	Federal Home Loan Bank	3130AQYA5	2,000,000.00	1,945,540.00
40	Agency	F-001+ (Gen/Co-mingle)	06/03/24	12/22/26	6 Mon	1.7500	Federal Home Loan Bank	3130AQ2B8	94,205.00	98,295.00
41	Agency	F-001+ (Gen/Co-mingle)	03/30/22	03/25/27	6 Mon	2.7500	Federal Home Loan Bank	3130ARAB7	100,000.00	97,949.00
42	Agency	F-001+ (Gen/Co-mingle)	05/17/22	11/17/25	6 Mon	3.0500	Federal Home Loan Bank	3130ART84	500,000.00	497,405.00
43	Agency	F-001+ (Gen/Co-mingle)	05/17/22	05/17/27	6 Mon	3.3750	Federal Home Loan Bank	3130ARU74	1,000,000.00	988,390.00
44	Agency	F-001+ (Gen/Co-mingle)	03/21/25	06/11/27	6 Mon	4.1250	Federal Home Loan Bank	3130AWB22	2,012,960.00	2,016,980.00
45	Agency	F-001+ (Gen/Co-mingle)	02/12/24	02/12/29	6 Mon	4.4000	Federal Home Loan Bank	3130AYWG7	1,000,000.00	1,001,360.00
46	Agency	F-001+ (Gen/Co-mingle)	02/22/24	02/15/29	6 Mon	5.0000	Federal Home Loan Bank	3130AYYJ9	1,925,000.00	1,921,977.75
47	Agency	F-001+ (Gen/Co-mingle)	03/07/24	03/06/28	6 Mon	4.7500	Federal Home Loan Bank	3130B0EA3	1,000,000.00	1,000,830.00
48	Agency	F-001+ (Gen/Co-mingle)	03/06/24	03/08/29	6 Mon	4.6500	Federal Home Loan Bank	3130B0EF2	1,000,000.00	1,003,020.00
49	Agency	F-001+ (Gen/Co-mingle)	10/24/24	10/02/29	6 Mon	3.9500	Federal Home Loan Bank	3130B32F9	197,500.00	196,948.00
50	Agency	F-001+ (Gen/Co-mingle)	03/12/25	03/12/30	6 Mon	4.5000	Federal Home Loan Bank	3130B5EX2	1,000,000.00	999,490.00
51	Agency	F-001+ (Gen/Co-mingle)	03/31/25	01/01/30	Mon	4.0000	Freddie Mac	3132XFVJ4	4,937,500.00	4,945,100.00
52	Agency	F-001+ (Gen/Co-mingle)	02/10/23	06/22/27	6 Mon	0.8750	Federal Farm Credit Bank	3133ELN34	143,302.50	155,778.15
53	Agency	F-001+ (Gen/Co-mingle)	09/16/20	09/16/25	6 Mon	0.5500	Federal Farm Credit Bank	3133EL7K4	1,000,000.00	991,900.00
54	Agency	F-001+ (Gen/Co-mingle)	07/13/23	10/19/28	6 Mon	1.0000	Federal Farm Credit Bank	3133EMDH2	138,600.00	150,692.85
55	Agency	F-001+ (Gen/Co-mingle)	04/09/21	11/24/26	6 Mon	0.7400	Federal Farm Credit Bank	3133EMHC9	983,000.00	957,450.00
56	Agency	F-001+ (Gen/Co-mingle)	12/16/20	12/16/26	6 Mon	0.7500	Federal Farm Credit Bank	3133EMKK7	1,090,747.00	1,050,698.00
57	Agency	F-001+ (Gen/Co-mingle)	12/21/20	06/21/27	6 Mon	0.7900	Federal Farm Credit Bank	3133EMKZ4	300,000.00	282,774.00
58	Agency	F-001+ (Gen/Co-mingle)	12/23/20	12/23/25	6 Mon	0.5000	Federal Farm Credit Bank	3133EMLR1	300,000.00	294,807.00
59	Agency	F-001+ (Gen/Co-mingle)	08/09/22	01/05/27	6 Mon	0.6400	Federal Farm Credit Bank	3133EMMB5	44,875.00	47,579.00
60	Agency	F-001+ (Gen/Co-mingle)	06/30/21	06/30/26	6 Mon	0.9100	Federal Farm Credit Bank	3133EMP22	1,000,000.00	970,660.00

#	TYPE	FUND	INVEST DATE	MATURITY DATE	TERMS DAYS/PYMT	RATE	HOLDING AGENCY BANK	ID NUMBER	COST AMOUNT	FAIR MARKET VALUE
61	Agency	F-001+ (Gen/Co-mingle)	02/26/21	02/26/29	6 Mon	1.2000	Federal Farm Credit Bank	3133EMRF1	994,250.00	905,020.00
62	Agency	F-001+ (Gen/Co-mingle)	03/17/21	03/15/29	6 Mon	1.5500	Federal Farm Credit Bank	3133EMXS1	1,000,000.00	918,990.00
63	Agency	F-001+ (Gen/Co-mingle)	02/08/24	03/23/27	6 Mon	1.3000	Federal Farm Credit Bank	3133EMUC4	68,368.50	71,790.00
64	Agency	F-001+ (Gen/Co-mingle)	03/30/21	03/30/27	6 Mon	1.3000	Federal Farm Credit Bank	3133EMUQ3	1,000,000.00	956,440.00
65	Agency	F-001+ (Gen/Co-mingle)	04/20/21	03/30/26	6 Mon	0.8100	Federal Farm Credit Bank	3133EMUZ3	999,300.00	975,210.00
66	Agency	F-001+ (Gen/Co-mingle)	04/28/21	04/28/26	6 Mon	0.9400	Federal Farm Credit Bank	3133EMXQ0	2,000,000.00	1,949,660.00
67	Agency	F-001+ (Gen/Co-mingle)	02/17/22	01/18/28	6 Mon	1.8300	Federal Farm Credit Bank	3133ENLE8	98,050.00	95,186.00
68	Agency	F-001+ (Gen/Co-mingle)	03/10/22	03/10/26	6 Mon	2.2200	Federal Farm Credit Bank	3133ENRG7	1,000,000.00	986,690.00
69	Agency	F-001+ (Gen/Co-mingle)	03/30/22	03/30/26	6 Mon	2.7700	Federal Farm Credit Bank	3133ENST8	1,746,500.00	1,731,800.00
70	Agency	F-001+ (Gen/Co-mingle)	04/21/22	10/20/25	6 Mon	3.0900	Federal Farm Credit Bank	3133ENUZ1	1,000,000.00	995,510.00
71	Agency	F-001+ (Gen/Co-mingle)	05/26/22	05/26/26	6 Mon	3.3750	Federal Farm Credit Bank	3133ENXS4	1,000,000.00	992,920.00
72	Agency	F-001+ (Gen/Co-mingle)	06/08/23	12/08/25	6 Mon	4.1250	Federal Farm Credit Bank	3133EPMB8	1,000,000.00	998,930.00
73	Agency	F-001+ (Gen/Co-mingle)	04/02/25	08/14/26	6 Mon	4.5000	Federal Farm Credit Bank	3133EPSW6	2,017,860.00	2,011,020.00
74	Agency	F-001+ (Gen/Co-mingle)	09/25/23	09/25/26	6 Mon	5.2000	Federal Farm Credit Bank	3133EPWS0	1,000,000.00	999,750.00
75	Agency	F-001+ (Gen/Co-mingle)	03/31/25	03/18/30	6 Mon	4.3300	Federal Farm Credit Bank	3133ER7E5	2,000,000.00	1,996,120.00
76	Agency	F-001+ (Gen/Co-mingle)	12/15/23	06/30/27	6 Mon	1.0000	Freddie Mac	3134GVW87	22,342.50	23,636.50
77	Agency	F-001+ (Gen/Co-mingle)	03/22/23	10/28/26	6 Mon	0.8000	Freddie Mac	3134GW6C5	132,622.50	143,889.00
78	Agency	F-001+ (Gen/Co-mingle)	08/26/22	08/28/25	6 Mon	4.1500	Freddie Mac	3134GXR97	2,000,000.00	1,998,540.00
79	Agency	F-001+ (Gen/Co-mingle)	11/22/24	11/20/29	6 Mon	4.3750	Freddie Mac	3134HAA94	1,520,425.00	1,523,353.00
80	Agency	F-001+ (Gen/Co-mingle)	08/14/24	08/14/29	6 Mon	4.0000	Freddie Mac	3134HADL4	1,977,000.00	1,986,540.00
81	Agency	F-001+ (Gen/Co-mingle)	08/24/24	08/20/27	6 Mon	4.0000	Freddie Mac	3134HAFS7	992,000.00	997,630.00
82	Agency	F-001+ (Gen/Co-mingle)	03/27/25	03/27/30	6 Mon	4.2500	Freddie Mac	3134HBDM0	1,999,000.00	1,993,840.00
83	Agency	F-001+ (Gen/Co-mingle)	03/27/25	03/27/29	6 Mon	4.0000	Freddie Mac	3134HBDT5	1,998,000.00	1,984,400.00
84	Agency	F-001+ (Gen/Co-mingle)	06/28/24	06/26/29	6 Mon	5.0500	Fannie Mae	3135GATY7	1,000,000.00	1,002,000.00
85	Agency	F-001+ (Gen/Co-mingle)	12/30/20	12/30/25	6 Mon	0.6400	Fannie Mae	3135G06Q1	300,480.00	294,762.00
86	Agency	F-001+ (Gen/Co-mingle)	10/20/20	10/20/25	6 Mon	0.5000	Fannie Mae	3136G44U4	1,000,000.00	988,270.00
87	Agency	F-001+ (Gen/Co-mingle)	08/12/22	05/01/27	Mon	3.0900	Fannie Mae	3138LJDD9	102,372.75	101,810.15
88	Agency	F-001+ (Gen/Co-mingle)	04/09/25	03/01/29	6 Mon	2.1100	Fannie Mae	3140LFC7	1,857,500.00	1,859,160.00
89	Agency	F-001+ (Gen/Co-mingle)	09/25/24	09/18/29	6 Mon	3.9700	Farmer Mac	31424WXX6	99,900.00	99,298.00
90	Agency	F-001+ (Gen/Co-mingle)	03/12/25	03/12/30	6 Mon	4.5000	Farmer Mac	31424WWH1	2,000,000.00	2,002,480.00
									76,279,987.00	75,209,995.40
100	Muni-Strip	F-001+ (Gen/Co-mingle)	02/21/20	09/15/27	Mat	Variable	Tenn Valley Auth	88059E4Z4	238,658.75	252,546.25
									238,658.75	252,546.25
101	UST	F-001+ (Gen/Co-mingle)	06/22/09	11/15/27	6 Mon	Variable	US Treasury Bond (Strips)	912803BM4	202,185.06	423,852.66
102	UST	F-001+ (Gen/Co-mingle)	03/22/21	10/31/27	6 Mon	0.5000	US Treasury Note	91282CAU5	476,015.00	464,375.00
103	UST	F-001+ (Gen/Co-mingle)	04/07/25	09/30/28	6 Mon	1.2500	US Treasury N/B	91282CCY5	1,846,140.00	1,850,400.00
104	UST	F-001+ (Gen/Co-mingle)	04/07/25	10/31/28	6 Mon	1.3750	US Treasury N/B	91282CDF5	1,851,375.00	1,854,460.00
105	UST	F-001+ (Gen/Co-mingle)	10/02/23	03/31/27	6 Mon	2.5000	US Treasury N/B	91282CEF4	92,703.13	97,863.00
106	UST	F-001+ (Gen/Co-mingle)	07/13/23	04/30/27	6 Mon	2.7500	US Treasury N/B	91282CEN7	94,839.84	98,227.00
107	UST	F-001+ (Gen/Co-mingle)	09/29/23	10/15/25	6 Mon	4.2500	US Treasury N/B	91282CFP1	98,339.84	99,972.00
108	UST	F-001+ (Gen/Co-mingle)	04/19/24	10/31/27	6 Mon	4.1250	US Treasury Note	91282CFU0	980,720.00	1,009,140.00
109	UST	F-001+ (Gen/Co-mingle)	09/25/24	12/31/27	6 Mon	3.8750	US Treasury N/B	91282CGG9	151,916.02	150,633.00
110	UST	F-001+ (Gen/Co-mingle)	04/07/25	01/31/28	6 Mon	3.5000	US Treasury N/B	91282CGH8	1,992,780.00	1,989,840.00
111	UST	F-001+ (Gen/Co-mingle)	03/12/25	02/28/30	6 Mon	4.0000	US Treasury N/B	91282CGQ8	1,992,720.00	2,019,460.00
112	UST	F-001+ (Gen/Co-mingle)	09/25/24	03/31/28	6 Mon	3.6250	US Treasury N/B	91282CGT2	348,607.43	349,398.00
113	UST	F-001+ (Gen/Co-mingle)	11/07/23	04/15/26	6 Mon	3.7500	US Treasury N/B	91282CGV7	146,326.17	149,610.00
114	UST	F-001+ (Gen/Co-mingle)	03/21/25	05/15/26	6 Mon	3.6250	US Treasury N/B	91282CHB0	1,994,380.00	1,992,580.00
115	UST	F-001+ (Gen/Co-mingle)	09/29/23	09/15/26	6 Mon	4.6250	US Treasury N/B	91282CHY0	99,335.94	100,805.00
116	UST	F-001+ (Gen/Co-mingle)	11/07/23	10/15/26	6 Mon	4.6250	US Treasury N/B	91282CJ06	104,675.98	105,935.55
117	UST	F-001+ (Gen/Co-mingle)	04/19/24	04/15/27	6 Mon	4.5000	US Treasury Note	91282CKJ9	992,850.00	1,012,460.00
118	UST	F-001+ (Gen/Co-mingle)	06/03/24	05/31/26	6 Mon	4.8750	US Treasury N/B	91282CKS9	149,964.84	151,072.50
119	UST	F-001+ (Gen/Co-mingle)	06/03/24	05/31/29	6 Mon	4.5000	US Treasury N/B	91282CKT7	99,925.78	102,727.00
120	UST	F-001+ (Gen/Co-mingle)	07/05/24	06/15/27	6 Mon	4.6250	US Treasury N/B	91282CKV2	175,635.74	177,898.00
121	UST	F-001+ (Gen/Co-mingle)	07/05/24	06/30/29	6 Mon	4.2500	US Treasury N/B	91282CKX8	174,391.60	178,253.25
122	UST	F-001+ (Gen/Co-mingle)	07/05/24	06/30/26	6 Mon	4.6250	US Treasury N/B	91282CKY6	179,732.81	181,054.80
123	UST	F-001+ (Gen/Co-mingle)	08/28/24	08/15/27	6 Mon	3.7500	US Treasury N/B	91282CLG4	250,048.83	250,117.50
124	UST	F-001+ (Gen/Co-mingle)	04/14/25	03/31/30	6 Mon	4.0000	US Treasury N/B	91282CMU2	1,990,687.50	2,018,600.00
125	UST	F-001+ (Gen/Co-mingle)	02/15/18	05/15/27	6 Mon	2.3750	US Treasury N/B	912828X88	105,334.03	107,279.70
126	UST	F-001+ (Gen/Co-mingle)	03/22/21	04/30/27	6 Mon	0.5000	US Treasury Note	912828ZN3	481,235.00	471,465.00
127	UST	F-001+ (Gen/Co-mingle)	08/25/23	08/15/27	6 Mon	2.2500	US Treasury N/B	9128282R0	22,952.15	24,250.00
									17,095,817.69	17,431,728.96
128	CD	F-001+ (Gen/Co-mingle)	02/19/21	02/18/26	Qtrly	0.5500	BMO Harris Bk	05600XBY5	250,000.00	244,335.00
129	CD	F-001+ (Gen/Co-mingle)	08/26/20	08/26/25	Mon	0.4000	Bank Kremlin Oklahoma	063046AN6	250,000.00	248,460.00
130	CD	F-001+ (Gen/Co-mingle)	09/23/20	09/23/25	Mon	0.3500	Bank Mingo Williamson	063626AC9	250,000.00	247,682.50
131	CD	F-001+ (Gen/Co-mingle)	08/27/21	02/27/26	Mon	0.5500	Bank OZK	06417NA45	250,000.00	244,155.00
132	CD	F-001+ (Gen/Co-mingle)	04/07/21	10/07/27	Mon	1.1000	Bankers Bk Madison WIS	06610RBF5	250,000.00	234,410.00
133	CD	F-001+ (Gen/Co-mingle)	03/19/21	03/19/26	Mon	0.8000	BankUnited A Svgs Bk Miami	066519QR3	250,000.00	244,132.50
134	CD	F-001+ (Gen/Co-mingle)	10/07/20	10/07/25	Mon	0.4000	Bridgewater Bk Bloomington	108622KZ3	250,000.00	247,335.00
135	CD	F-001+ (Gen/Co-mingle)	03/30/21	03/30/26	6 Mon	0.7000	CFG Cmnty Bk Baltimore MD	12527CDW9	250,000.00	243,722.50
136	CD	F-001+ (Gen/Co-mingle)	11/08/21	11/17/26	6 Mon	1.1000	Capital One Natl Assn	14042RQB0	250,000.00	240,242.50
137	CD	F-001+ (Gen/Co-mingle)	09/29/20	09/29/25	Mon	0.3500	Carver St Bk	147021AM1	250,000.00	247,515.00
138	CD	F-001+ (Gen/Co-mingle)	06/24/25	06/24/30	Mon	4.0000	Celtic Bank	15118RX85	249,000.00	248,439.75
139	CD	F-001+ (Gen/Co-mingle)	09/01/21	03/22/27	6 Mon	0.7500	Chambers Bk Danville	157767AK0	250,000.00	236,560.00
140	CD	F-001+ (Gen/Co-mingle)	03/22/21	03/22/27	Mon	0.9500	Connectone Bk Englewood	20786ADH5	250,000.00	237,345.00
141	CD	F-001+ (Gen/Co-mingle)	08/30/21	02/27/26	Mon	0.5500	Continental BK Salt Lake	211163MJ6	250,000.00	244,102.50
142	CD	F-001+ (Gen/Co-mingle)	03/26/21	03/26/30	Mon	1.6000	Country Club Bk Kansas City MO	222327AF5	250,000.00	223,630.00
143	CD	F-001+ (Gen/Co-mingle)	04/26/24	04/26/28	6 Mon	4.3500	Cross Riv Bk Teaneck NJ	227563GH0	250,000.00	252,250.00
144	CD	F-001+ (Gen/Co-mingle)	06/27/25	06/27/30	Mon	4.4000	Farmers	307811MD8	250,000.00	248,890.00
145	CD	F-001+ (Gen/Co-mingle)	09/18/20	09/18/25	Mon	0.3500	Financial Fed Bk Memphis	31749TBK2	250,000.00	247,825.00
146	CD	F-001+ (Gen/Co-mingle)	06/27/25	12/27/27	Mon	4.0000	First Carolina	31944MEW1	250,000.00	250,090.00
147	CD	F-001+ (Gen/Co-mingle)	09/30/20	09/30/25	Mon	0.3500	First Choice Bk Cerritos	319461DA4	250,000.00	247,490.00
148	CD	F-001+ (Gen/Co-mingle)	09/30/20	09/30/25	Mon	0.3500	First Gen Bk Rowland	320337DK1	250,000.00	247,490.00

#	TYPE	FUND	INVEST DATE	MATURITY DATE	TERMS DAYS/PYMT	RATE	HOLDING AGENCY BANK	ID NUMBER	COST AMOUNT	FAIR MARKET VALUE
149	CD	F-001+ (Gen/Co-mingle)	04/23/24	04/21/28	Mon	4.5000	First National Bk Damariscotta	32117BGT9	250,000.00	253,380.00
150	CD	F-001+ (Gen/Co-mingle)	04/22/24	04/21/28	Mon	4.2500	First National Bk & Tr CO Chicod	321207AY8	250,000.00	251,720.00
151	CD	F-001+ (Gen/Co-mingle)	12/16/22	12/16/27	Mon	4.2500	First St Bk Gothenburg Neb	336462CW4	250,000.00	250,030.00
152	CD	F-001+ (Gen/Co-mingle)	04/01/21	04/03/28	Mon	1.1500	Freedom Finl Bk West Des	35637RDL8	250,000.00	231,472.50
153	CD	F-001+ (Gen/Co-mingle)	06/30/25	06/30/28	Mon	4.2000	Global Fed Cr	37892MAX2	249,000.00	250,404.36
154	CD	F-001+ (Gen/Co-mingle)	09/01/21	08/20/25	Mon	0.5500	Grant County Bk	38762PDT6	250,000.00	248,677.50
155	CD	F-001+ (Gen/Co-mingle)	10/28/20	11/13/25	Mon	0.4000	Hiawatha Natl Bk	428548AU5	250,000.00	246,397.50
156	CD	F-001+ (Gen/Co-mingle)	03/19/21	03/19/27	6 Mon	0.8000	Home Svgs Bk Chanute KS	43733WAH6	250,000.00	236,820.00
157	CD	F-001+ (Gen/Co-mingle)	07/15/21	07/15/27	Mon	1.0500	Live Oak Bkg Co Wilmington	538036QT4	250,000.00	235,712.50
158	CD	F-001+ (Gen/Co-mingle)	12/09/22	12/09/26	6 Mon	4.8000	Morgan Stanley Bk	61773TNK5	250,000.00	250,782.50
159	CD	F-001+ (Gen/Co-mingle)	09/29/20	09/29/25	6 Mon	0.4000	New Haven Bk Conn	64500LAC8	250,000.00	247,502.50
160	CD	F-001+ (Gen/Co-mingle)	08/20/20	08/20/25	Mon	0.4500	Northeast Cmnty Bk	664122AF5	250,000.00	248,642.50
161	CD	F-001+ (Gen/Co-mingle)	07/14/21	07/14/26	6 Mon	1.0000	Sallie Mae Bk Murray Utah	7954507A7	250,000.00	242,365.00
162	CD	F-001+ (Gen/Co-mingle)	03/26/21	03/24/28	Mon	1.1000	Washington Cnty Bk Neb	93754PAT4	250,000.00	231,302.50
									8,748,000.00	8,551,311.61
163	SUPRA	F-001+ (Gen/Co-mingle)	04/03/25	01/12/27	6 Mon	4.1250	Asian Dev Bank	045167GA5	2,010,600.00	2,007,560.00
									2,010,600.00	2,007,560.00
164	MUNI	F-001+ (Gen/Co-mingle)	01/05/24	07/01/29	6 Mon	1.8850	Albuquerque NM GRT	01354MHT1	43,316.50	45,770.50
165	MUNI	F-001+ (Gen/Co-mingle)	02/06/23	07/01/25	6 Mon	1.3700	Albuquerque NM GRT	01354MJE2	79,363.65	85,000.00
166	MUNI	F-001+ (Gen/Co-mingle)	12/20/21	08/01/26	6 Mon	1.0970	Albuquerque NM Schl	013595XA6	34,331.50	33,848.15
167	MUNI	F-001+ (Gen/Co-mingle)	04/03/25	03/01/30	6 Mon	6.0000	California State	13063D3Q9	1,090,030.00	1,075,720.00
168	MUNI	F-001+ (Gen/Co-mingle)	03/26/25	11/15/30	6 Mon	3.9230	Houston TX Util Sys	44244CTP2	983,720.00	991,910.00
169	MUNI	F-001+ (Gen/Co-mingle)	10/12/21	08/01/29	6 Mon	1.4000	Las Cruces NM School Dist 2	517534YT4	145,000.00	130,041.80
170	MUNI	F-001+ (Gen/Co-mingle)	10/14/20	06/15/27	6 Mon	1.1020	NM Finance Authority	64711PGC8	100,100.00	94,677.00
171	MUNI	F-001+ (Gen/Co-mingle)	10/01/20	06/15/28	6 Mon	1.3710	NM Finance Authority	64711PGD6	1,605,439.47	1,452,022.65
172	MUNI	F-001+ (Gen/Co-mingle)	01/10/20	04/01/28	6 Mon	3.4000	New Mexico St Univ	647429Z93	195,511.70	181,435.05
173	MUNI	F-001+ (Gen/Co-mingle)	04/16/25	07/01/29	6 Mon	1.5850	Phoenix AZ Civic	71884AH51	450,030.00	455,740.00
174	MUNI	F-001+ (Gen/Co-mingle)	09/23/21	08/01/25	6 Mon	0.6500	Rio Rancho N Mex PSDist	767171RT0	500,000.00	498,555.00
175	MUNI	F-001+ (Gen/Co-mingle)	04/09/25	05/15/27	6 Mon	3.0330	Texas A&M Univ	88213ABY0	986,440.00	982,070.00
176	MUNI	F-001+ (Gen/Co-mingle)	03/26/25	02/15/29	6 Mon	2.2700	University Houston TX	914302HF4	931,430.00	942,170.00
177	MUNI	F-001+ (Gen/Co-mingle)	09/24/20	06/01/29	6 Mon	2.7190	University of NM	9146924B1	109,039.00	95,200.00
178	MUNI	F-001+ (Gen/Co-mingle)	09/24/21	06/01/31	6 Mon	2.9190	University of NM	9146924D7	65,004.60	55,831.20
179	MUNI	F-001+ (Gen/Co-mingle)	11/04/22	06/01/26	6 Mon	0.9790	University of NM	9146924L9	321,744.80	359,680.70
180	MUNI	F-001+ (Gen/Co-mingle)	03/11/21	06/01/27	6 Mon	1.2380	University of NM	9146924M7	356,196.45	355,725.00
181	MUNI	F-001+ (Gen/Co-mingle)	04/17/23	06/01/29	6 Mon	1.6320	University of NM	9146924P0	168,314.25	178,036.95
182	MUNI	F-001+ (Gen/Co-mingle)	04/04/25	01/15/30	6 Mon	1.6000	Weber County UT	947644JU5	1,064,914.25	1,056,090.00
									9,229,926.17	9,069,524.00
183	MM	F-003 (Gen/Fire)	06/01/25	06/30/25	Mon	0.0000	First American US Treas MM	31846V450-000	1,790,389.49	1,790,389.49
183	MM	F-066 - F-070 (Fire Districts)	06/01/25	06/30/25	Mon	0.0000	First American US Treas MM	31846V450-000	911,478.08	911,478.08
183	MM	F-007 (Hospital Revenue)	06/01/25	06/30/25	Mon	0.0000	First American US Treas MM	31846V450-000	4,023,280.57	4,023,280.57
183	MM	F-011 (Hospital Lease)	06/01/25	06/30/25	Mon	0.0000	First American US Treas MM	31846V450-000	14,456,427.92	14,456,427.92
183	MM	F-012 (Province HealthCare Grant)	06/01/25	06/30/25	Mon	0.0000	First American US Treas MM	31846V450-000	1,035,999.07	1,035,999.07
183	MM	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Mon	0.0000	First American US Treas MM	31846V450-000	223,251.13	223,251.13
184	MM	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Mon	0.0000	First American US Treas MM	31846V450-001	0.70	0.70
									22,440,826.95	22,440,826.95
185	SAV	F-001+ (Gen/Co-mingle)	06/01/25	06/30/25	Mon	0.0000	FICA Fed Ins Cash	492317546	10,179,389.26	10,179,389.26
									10,179,389.26	10,179,389.26
							MAIN PORTFOLIO	SUB-TOTAL	146,223,205.82	145,142,882.44
JUNE, 2025										
TOTAL \$									176,401,038.56	175,320,715.18

DOÑA ANA COUNTY
Bank Interfund Account Control
June 30, 2025

FUND	ACCOUNT	ENDING BALANCE
Conversion	Conversion	9,720.04
F-001	General Fund	38,840,251.13
F-002	DASO General Fund	12,964,714.38
F-003	Fire Chief - General Fund	4,250,282.89
F-004	Gross Receipts	1,837,149.56
F-005	Manager's Strategic Contingency Fd.	1,259,847.98
F-006	Environmental Expense Fund	1,508,932.19
F-007	Hospital Revenue	4,023,280.57
F-008	Payment in Lieu of Taxes	1,443,741.43
F-009	Road	1,892,303.23
F-010	Emergency Fund	408,098.96
F-011	Hospital Lease	14,456,427.92
F-012	Province Health Care Gt	1,035,999.07
F-013	Utility Department	180,287.19
F-014	Griggs/Walnut Superfund Project	699,322.84
F-015	Detention Center Fund	7,268,938.36
F-016	DAC Acquisition Fund	125,189.97
F-017	Community Services	12,993.11
F-018	County Clerk Equipment Recording	345,507.19
F-019	Cost to State/Treasurer	-
F-020	County Treasurer's Fees	31,625.44
F-021	Environmental GRT Income	351,076.15
F-022	LATCH Local Assistance and Tribal	4,574,813.05
F-023	Affordable Housing Loan Fund	375,000.00
F-024	CARES Act	1,009.79
F-025	State Appropriations	1,465,239.17
F-026	Law Enforcement Fund	-
F-027	Civil Preparedness - State	48,891.63
F-028	Inmate Trust Fund	97,929.53
F-029	Corrections Fees	201,892.04
F-030	Farm & Range	32,051.34
F-031	Fire Protection Excise Tax	-
F-032	Fire Protection Expense Fund	7,181,469.72
F-033	Flood Control	9,299,680.26
F-034	Health Services Fund	9,932,728.12
F-035	Crisis Triage Center	898,042.56
F-036	Health Care Assistance Fund	4,970,625.09
F-037	Reappraisal Administrative Fees	960,140.60
F-038	LG Abatement Opioid Fund	5,388,936.36
F-039	Cannabis Regulation Act	659,489.74
F-040	Spaceport Gross Receipts Tax	35,759.77
F-041	Water & Sanitation GRT	-
F-042	Confiscated Assets	10.85
F-043	Law Enforcement Protection	135,578.48
F-044	Anthony EMS	195.12
F-045	Chamberino EMS	546.27
F-046	Chaparral EMS	4,055.57

DOÑA ANA COUNTY
Bank Interfund Account Control
June 30, 2025

FUND	ACCOUNT	ENDING BALANCE
F-047	Dona Ana EMS	-
F-048	Fairacres EMS	1,959.72
F-049	Garfield EMS	3,091.50
F-050	Las Alturas EMS	81.11
F-051	La Mesa EMS	3,391.27
F-052	La Union EMS	-
F-053	Mesquite EMS	7,300.63
F-054	Organ EMS	-
F-055	Radium Springs EMS	3,652.28
F-056	Rincon EMS	2,585.52
F-057	Santa Teresa EMS	112.20
F-058	University EMS	-
F-059	EMS - Emergicare/Anthony	1,671.37
F-060	EMS - Emergicare/Las Cruces	2,740.04
F-061	EMS - Emergicare/Sunland Park	1,385.43
F-062	EMS - NASA	1,047.10
F-063	EMS - SW Ambulance-Chaparral	7,900.99
F-064	EMS - Southwest MediVac - Las Cruce	13.00
F-065	EMS - Americare/Hatch	3.03
F-066	DAC Fire Protection Admin	424,141.52
F-067	University Park Fire District	54,363.27
F-068	DACFES North District	764,518.35
F-069	DACFES South District	769,637.59
F-070	Santa Teresa Fire District	50,506.66
F-071	Debt Service South Central 28-52/02	7.48
F-072	Debt Service La Union 30-61/02	10,490.22
F-073	Debt Service Salem 29-53/02	6,006.76
F-074	Debt Service - GO Bond Series 2013	434,766.81
F-075	2014 Sub Lien GRT Ref Rev Bond	9.08
F-076	1974-DW Drinking Water Loan	2,400.30
F-077	DS-2020 Energy Savings LN#PPRF-5057	-
F-078	DAC/Santa Teresa Airport	724,987.21
F-079	Salem/Ogas-Wastewater	164,495.52
F-080	South Central WWTP	-
F-081	Reserves - Utilities	258,862.89
F-082	La Union	39,636.62
F-083	Dona Ana Wastewater System	-
F-084	Las Palmeras/Montana Vista WW Servi	-
F-085	Rincon Wastewater	345,235.11
F-086	Chaparral WW System	446,088.50
F-087	Fleet	1,108,863.48
F-088	Children's Trust Fund	1,505.00
F-089	Property Tax Fund	2,313,959.33
F-090	CRRUA-Water	363,796.96
F-091	CRRUA-Wastewater	1,017,592.24
F-092	Sunland Park- Solid Waste	1,490.13
F-093	SCSWA-SOLID WASTE	130,787.23

DOÑA ANA COUNTY
Bank Interfund Account Control
June 30, 2025

FUND	ACCOUNT	ENDING BALANCE
F-094	CRRUA-SZPPA	-
F-095	NMED CWSRLF-Cnty Wide Utilities	-
F-101	Airport FAA Projects	-
F-102	HH Capital Improvement Projects	1,198,698.12
F-103	County Administrative Bldg- Project	3,234.28
F-104	OEM Facility Cap. Proj.	2,721,913.86
F-105	Road's Initiative	7,671,366.80
F-106	Detention Energy Infrastructure	13,827.30
F-107	BOE Warehouse	784,277.04
F-108	General Fixed Assets	-
F-151	Reserve- NMED CWSRL #1438047	289,884.12
F-152	Reserve - Flood Loan	-
F-153	Debt Service-2012 GRT Ref Rev Bond	9.85
F-201	Federal Grants	9,690,674.29
F-202	DWI Grant Fund	567,588.18
F-203	State Grants	-
F-204	Sheriffs Grants-State	711.47
F-205	Health Services Grant Fund	-
F-206	South Valley EMS	1,428.93
F-207	Long-Term Debt	-
F-208	Airport Rd-Special Assessment-2001A	-
F-209	Dona Ana Fire District	5.05
F-210	South Central Solid Waste Auth	-
F-211	Firefighter/EMT Recruitment Fund	567,370.67
F-212	Non-governmental Grant Funds	100,000.00
F-213	EMS Fund Act	330,160.67
F-215	F-215 Transitional Supportive Housing Facil	1,028,000.00
F-216	F-216 Fire Rescue Administration Complex	1,100,000.00
	TOTAL PARTICIPATING FUNDS	174,750,008.74
F-000	Claim on Cash	174,750,008.74

Doña Ana County
DEBT SCHEDULE
June 30, 2025

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)
BOND	FUND	ISSUE DATE	INTEREST RATE	ORIGINAL AMOUNT OF DEBT ISSUE	OUTSTANDING P & I BEG. MONTH	PRINCIPAL PAID THIS MONTH	INTEREST PAID THIS MONTH	PRINCIPAL & INTEREST PAID YTD	OUTSTANDING P & I END MONTH
GENERAL OBLIGATION BONDS									
G O Bond Series 2013	F-074	10/22/2013	2.00%	6,800,000	4,448,513	0	0	478,725	4,448,513
GO BOND TOTAL				\$6,800,000	\$4,448,513	\$0	\$0	\$478,725	\$4,448,513
REVENUE BONDS									
GRT Refunding Bonds Series 2012	F-153	11/13/2012	2.00%	4,870,000	1,227,000	0	0	409,400	1,227,000
2014 Sub Lien GRT Ref Revenue Bond	F-075	12/1/2014	3.00%	8,870,000	3,027,325	0	0	755,425	3,027,325
USDA RD - DAC WW System Improvement Revenue Bonds	F-086	9/19/2013	2.125%	343,000	369,370	0	0	12,971	369,370
REVENUE BOND TOTAL				\$14,083,000	\$4,623,695	\$0	\$0	\$1,177,796	\$4,623,695
OTHER LONG TERM DEBT (Loans, i.e NMFA, RUS, BOF)									
NM Finance Authority/2020 Energy Savings Project	F-077	2/21/2020	2.74%	4,592,145	5,223,108	0	0	248,384	5,223,108
NM Finance Authority/1974-DW DAC Water Project	F-076	9/11/2012	2.00%	1,478,798	650,221	0	0	90,933	650,221
NM Environmental Dept/Clean Water State Revolve Fnd	F-071/72/73	6/30/2003	2.00%	4,740,014	1,147,395	0	0	283,932	1,147,395
NMFA 2985-CIF Loan	F-080	4/18/2014	0.00%	140,000	70,000	7,000	0	7,000	63,000
NMFA 2988-CIF Loan	F-080	4/18/2014	0.00%	35,000	17,500	1,750	0	1,750	15,750
NMFA 3348-CIF Loan	F-086	3/18/2016	0.00%	90,000	51,554	4,687	0	4,687	46,867
NMFA 4642-CIF Loan	F-086	11/16/2018	0.00%	96,546	57,440	3,590	0	3,590	53,850
NMFA 5166-CIF Loan	F-080	12/4/2020	0.00%	254,550	241,823	12,728	0	25,455	229,095
NMFA 4909-CIF Loan	F-080	10/4/2019	0.00%	67,500	58,007	3,059	0	6,118	54,948
NMFA 5165-CIF Loan	F-086	12/4/2020	0.00%	97,507	97,507	4,875	0	4,875	92,631
NMFA 5167-CIF Loan	F-086	4/2/2021	0.00%	44,493	44,493	2,225	0	2,225	42,268
NMFA 5518-CIF Loan	F-033	8/13/2021	0.00%	4,698	0	0	0	4,698	0
NMFA 5519-CIF Loan	F-033	8/13/2021	0.00%	5,138	0	0	0	5,138	0
NMFA 5522-CIF Loan	F-080	11/5/2021	0.00%	187,649	187,649	9,382	0	9,382	178,267
OTHER LONG TERM DEBT TOTAL				\$11,834,037	\$7,846,695	\$49,296	\$0	\$698,168	\$7,797,399

0

TOTAL					
ORIGINAL AMOUNT OF DEBT ISSUE	OUTSTANDING P & I BEG. MONTH	PRINCIPAL PAID THIS MONTH	INTEREST PAID THIS MONTH	PRINCIPAL & INTEREST PAID YTD	OUTSTANDING P & I END MONTH
\$32,717,037	\$16,918,903	\$49,296	\$0	\$2,354,689	\$16,869,606

Doña Ana County - PROPERTY TAX DISTRIBUTION
MARISOL RICHARDSON, Doña Ana County Treasurer, Las Cruces NM 88007

'Internal Control'

COLLECTION MONTH:
DISTRIBUTED:

JUNE, 2025
July 21, 2025

FLOOD & ADMIN					DEBITS	
2024	Current Year Taxes - Undistributed	29,199.64	153.20	70040-00000-11900	1,247,118.27	
2023	Prior Year Taxes - Undistributed	3,624.58	6.30	70040-00000-11900	168,708.01	
2022	Prior Year Taxes - Undistributed	4,578.79	4.92	70040-00000-11900	279,697.54	
2021	Prior Year Taxes - Undistributed	241.80	-	70040-00000-11900	15,280.39	
2020 & BK	Prior Year Taxes - Undistributed	240.82	-	70040-00000-11900	22,480.22	
		37,885.63	164.42	Totals	1,733,284.43	
TRANSFERS					To Flood & Admin	38,050.05
TOTAL ALL FUNDS						1,771,334.48
DISTRIBUTED FUNDS		WORKDAY	BANNER	CREDITS		
Current Year Property Taxes		100-000-3000	70040-00000-21501	392,489.31		
Prior Year Property Taxes		100-000-3010	70040-00000-21551	122,622.92		
Non-Rendition Penalty - Current Year Taxes		916-000-3600	70040-00000-21520	2,051.09		
Non-Rendition Penalty - Prior Year Taxes		916-000-3610	70040-00000-21570	1,112.68		
Delinquent Penalty - 1% per month or \$5.00 minimum - Current Year Taxes		100-000-3200	70040-00000-21519	37,821.07		
Delinquent Penalty - 1% per month or \$5.00 minimum - Prior Year Taxes		100-000-3210	70040-00000-21569	19,785.83		
Interest on Delinquent Taxes - Current Year Taxes		100-000-3100	70040-00000-21518	37,639.94		
Interest on Delinquent Taxes - Prior Year Taxes		100-000-3110	70040-00000-21568	93,032.14		
DA Branch College - Operational - Current Year Taxes		300-000-3000	70040-00000-21507	48,677.09		
DA Branch College - Operational - Prior Year Taxes		300-000-3010	70040-00000-21557	15,487.18		
DA Branch College - Debt Service Levy - Current Year Taxes		302-000-3000	70040-00000-21508	29,750.70		
DA Branch College - Debt Service Levy - Prior Year Taxes		302-000-3010	70040-00000-21558	9,342.79		
County Debt Service - G O Bonds - Current Year		101-000-3000	70040-00000-21506	3,213.06		
County Debt Service - G O Bonds - Prior Years		101-000-3010	70040-00000-21556	1,113.16		
Municipality of Las Cruces - Current Year Taxes		200-000-3000	70040-00000-21502	159,683.00		
Municipality of Las Cruces - Prior Year Taxes		200-000-3010	70040-00000-21552	51,262.45		
Municipality of Hatch - Current Year Taxes		202-000-3000	70040-00000-21503	1,215.92		
Municipality of Hatch - Prior Year Taxes		202-000-3010	70040-00000-21553	679.02		
Municipality of Mesilla - Current Year Taxes		204-000-3000	70040-00000-21504	1,379.17		
Municipality of Mesilla - Prior Year Taxes		204-000-3010	70040-00000-21554	152.18		
Municipality of Sunland Park - Current Year Taxes		206-000-3000	70040-00000-21505	32,489.81		
Municipality of Sunland Park - Prior Year Taxes		206-000-3010	70040-00000-21555	5,979.15		
Municipality of Anthony - Current Year Taxes		208-000-3000	70040-00000-21549	2,730.18		
Municipality of Anthony - Prior Year Taxes		208-000-3010	70040-00000-21550	2,348.08		
State of NM - DFA Levy - Current Year Taxes		900-000-3000	70040-00000-21521	53,947.93		
State of NM - DFA Levy - Prior Year Taxes		900-000-3010	70040-00000-21571	16,960.34		
Cattle Indemnity - Current Year Taxes		903-000-3000	70040-00000-21522	184.55		
Cattle Indemnity - Prior Year Taxes		903-000-3010	70040-00000-21572	17.06		
Sheep Sanitary - Current Year Taxes		904-000-3000	70040-00000-21523	2.60		
Sheep Sanitary - Prior Year Taxes		904-000-3010	70040-00000-21573	-		
Equine Indemnity - Current Year Taxes		906-000-3000	70040-00000-21524	51.91		
Equine Indemnity - Prior Year Taxes		906-000-3010	70040-00000-21574	23.33		
Dairy Cattle - Current Year Taxes		908-000-3000	70040-00000-21525	-		
Dairy Cattle - Prior Year Taxes		908-000-3010	70040-00000-21575	-		
School Dist # 02 - Operational - Current Year Taxes		400-000-3000	70040-00000-21509	11,422.50		
School Dist # 02 - Operational - Prior Year Taxes		400-000-3010	70040-00000-21559	3,408.61		
School Dist # 11 - Operational - Current Year Taxes		410-000-3000	70040-00000-21512	559.24		
School Dist # 11 - Operational - Prior Year Taxes		410-000-3010	70040-00000-21562	106.70		
School Dist # 16 - Operational - Current Year Taxes		420-000-3000	70040-00000-21515	3,304.76		
School Dist # 16 - Operational - Prior Year Taxes		420-000-3010	70040-00000-21565	1,192.28		
School Dist # 02 - Debt Service Levy - Current Year Taxes		404-000-3000	70040-00000-21511	135,784.62		
School Dist # 02 - Debt Service Levy - Prior Year Taxes		404-000-3010	70040-00000-21561	40,593.61		
School Dist # 11 - Debt Service Levy - Current Year Taxes		414-000-3000	70040-00000-21514	13,145.52		
School Dist # 11 - Debt Service Levy - Prior Year Taxes		414-000-3010	70040-00000-21564	2,766.48		
School Dist # 16 - Debt Service Levy - Current Year Taxes		424-000-3000	70040-00000-21517	107,865.23		
School Dist # 16 - Debt Service Levy - Prior Year Taxes		424-000-3010	70040-00000-21567	41,044.37		
School Dist # 02 - Capital Improvements - Current Year Taxes		402-000-3000	70040-00000-21510	58,033.32		
School Dist # 02 - Capital Improvements - Prior Year Taxes		402-000-3010	70040-00000-21560	17,584.89		
School Dist # 11 - Capital Improvements - Current Year Taxes		412-000-3000	70040-00000-21513	2,534.01		
School Dist # 11 - Capital Improvements - Prior Year Taxes		412-000-3010	70040-00000-21563	535.73		
School Dist # 16 - Capital Improvements - Current Year Taxes		422-000-3000	70040-00000-21516	17,659.54		
School Dist # 16 - Capital Improvements - Prior Year Taxes		422-000-3010	70040-00000-21566	6,806.67		
School Dist # 16 - Ed. Tech. Debt Service - Current Year Taxes		426-000-3000	70040-00000-21526	20,006.55		
School Dist # 16 - Ed. Tech. Debt Service - Prior Year Taxes		426-000-3010	70040-00000-21527	7,625.14		
School Dist # 02 - HB 33 School Building - Current Year Taxes		406-000-3000	70040-00000-21528	72,645.65		
School Dist # 02 - HB 33 School Building - Prior Year Taxes		406-000-3010	70040-00000-21529	24,583.37		
Valencia Park PID - Current Year Collection		700-000-3000	70040-00000-21590	830.00		
Valencia Park PID - Prior Year Collection		700-000-3010	70040-00000-21590	-		
Valencia Park PID II - Current Year Collection		710-000-3000	70040-00000-2159X	-		
Valencia Park PID II - Prior Year Collection		710-000-3010	70040-00000-2159X	-		
Rancho Santa Teresa PID - Current Year Collection		720-000-3000	70040-00000-2159X	-		
Rancho Santa Teresa PID - Prior Year Collection		720-000-3010	70040-00000-2159X	-		
TOTAL ALL OTHER FUNDS					1,733,284.43	

**Treasurer's Monthly Financial Report
June 30, 2025
Property Tax Collected and Distributed
Prior Fiscal Years Comparison**

Net Taxes Charged to Treasurer and Collected Comparison

<u>2022 Maintenance Tax Report</u>				<u>2023 Maintenance Tax Report</u>			
Net Taxes	Taxes			Net Taxes	Taxes		
Charged to	Collected			Charged to	Collected		
Treasurer	To Date	% Collected		Treasurer	To Date	% Collected	
Total 2022	<u>161,683,524.99</u>	<u>160,481,391.92</u>	<u>99.26%</u>	Total 2023	<u>172,244,034.00</u>	<u>169,480,783.80</u>	<u>98.40%</u>

Total Taxes Collected and Distributed Prior and Current Years Comparison

<u>Fiscal Year 2023- 2024</u>					<u>Fiscal Year 2024- 2025</u>				
Period	Collected	County Portion	Distributed	Flood & Adm	Period	Collected	County Portion	Distributed	Flood & Adm
July	750,094.91	306,999.25	1,301,070.14	16,437.57	July	835,144.46	338,515.46	1,072,510.25	20,126.43
August	1,131,046.98	393,608.70	426,658.09	32,150.01	August	743,938.25	315,629.37	476,502.57	13,726.53
September	497,172.14	234,337.46	705,288.27	10,711.73	September	499,823.71	228,935.74	414,582.35	9,194.30
October	1,911,980.14	704,233.86	252,122.95	37,437.46	October	4,328,090.40	1,534,228.52	261,693.67	85,241.62
November	33,901,443.84	11,450,410.89	1,170,308.82	762,586.69	November	33,904,091.76	11,300,955.62	2,708,620.26	671,410.04
December	69,318,917.23	22,699,675.97	21,688,446.26	1,360,877.17	December	72,285,928.19	23,678,531.21	21,931,726.10	1,281,662.81
January	3,960,465.19	1,414,834.35	45,258,364.09	90,594.82	January	5,323,208.18	1,826,423.16	47,325,734.17	97,595.86
February	2,370,696.84	879,859.92	2,455,036.02	59,219.47	February	2,177,244.67	781,470.55	3,399,189.16	55,563.49
March	2,772,387.61	1,002,550.04	1,431,617.45	61,841.50	March	3,394,423.84	1,220,711.63	1,340,210.63	70,317.41
April	10,922,651.21	3,752,175.43	1,707,996.07	203,709.99	April	11,447,117.78	3,877,270.04	2,103,394.80	197,897.05
May	43,841,022.40	14,104,928.69	6,966,765.79	814,985.28	May	44,888,791.50	14,347,464.91	7,371,950.69	747,131.14
June	<u>1,846,520.76</u>	<u>735,387.72</u>	<u>28,921,108.43</u>	<u>38,622.79</u>	June	<u>1,771,334.48</u>	<u>710,881.20</u>	<u>29,794,195.45</u>	<u>38,050.05</u>
Total	<u>173,224,399.25</u>	<u>57,679,002.28</u>	<u>112,284,782.38</u>	<u>3,489,174.48</u>	Total	<u>181,599,137.22</u>	<u>60,161,017.41</u>	<u>118,200,310.10</u>	<u>3,287,916.73</u>

For Month June 2025

DONA ANA COUNTY
LAS CRUCES, NEW MEXICO

COUNTY TREASURER

Tax Schedule Maintenance Report

Tax Year	Total Taxes Charged to Treasurer	Adjustments	Net Taxes Charged to Treasurer	Collected This Period	Collected to Date	Percent Collected	Outstanding
2015	121,251,517.89	54,481.39	121,305,999.28	480.34	121,124,604.90	99.85%	181,394.38
2016	123,621,949.52	335,752.26	123,957,701.78	554.15	123,739,990.48	99.82%	217,711.30
2017	125,874,841.96	271,876.24	126,146,718.20	681.69	125,677,876.21	99.63%	468,841.99
2018	136,478,500.30	40,985.24	136,519,485.54	1,838.23	136,103,607.93	99.70%	415,877.61
2019	141,749,580.40	479,014.86	142,228,595.26	3,827.47	141,855,744.78	99.74%	372,850.48
2020	147,039,942.02	100,903.85	147,140,845.87	5,268.32	146,696,839.39	99.70%	444,006.48
2021	151,113,304.74	64,474.14	151,177,778.88	10,804.24	150,371,514.08	99.47%	806,264.80
2022	161,253,494.26	430,030.73	161,683,524.99	220,660.84	160,481,391.92	99.26%	1,202,133.07
2023	171,984,713.18	259,320.82	172,244,034.00	136,806.22	169,480,783.80	98.40%	2,763,250.20
2024	181,320,591.62	-144,505.94	181,176,085.68	1,198,805.81	174,086,891.33	96.09%	7,089,194.35
TOTAL	1,461,688,435.89	1,892,333.59	1,463,580,769.48	1,579,727.31	1,449,619,244.82	99.05%	13,961,524.66

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Health and Human Services Department

Initiating Department

Jamie Michael, HHS Director

Contact Person

September 9, 2025

Meeting Date

2

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPROVE BUDGET REVISION AND RESOLUTION ALLOCATING FUNDS OPIOID
SETTLEMENT EXPENDITURES**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Board is asked to approve a Budget Revision and Resolution authorizing the expenditure of opioid settlement funds. The proposed Budget Revision allocates one year of funding, estimated at \$2,173,035.50, as approved in resolution 2025-98.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Budget Revision

SUMMARY OF FINANCIAL IMPACT

The County is projected to receive \$14.5 million through 2038 in funds related to the opioid settlements. It is proposed that 30% of the anticipated total be made available for investment during the first two years. The proposed Budget Revision allocates one year of funding, totaling approximately \$2,173,035.50, for expenditure in Fiscal Year 2025.

ADMINISTRATIVE REVIEW AND APPROVAL

Juanita Botello, Program/Contract Administrator
Norberto Godina, Program Ops, Division Manager
Jamie Michael, HHS Director
Asma Dawood, Finance Director
Lucio Luttrell, Budget and Research Officer
Deborah Weir, Assistant County Manager

Created/Initiated - 8/22/2025
Approved - 8/25/2025
Approved - 9/4/2025
Approved - 9/4/2025
Approved - 9/4/2025
Final Approval - 9/5/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:



Doña Ana County

Executive Summary

Meeting Date: September 9, 2025

Agenda Item Title: Approve budget revision and resolution for Opioid Settlement Fund Expenditures

Overview: On August 26, 2025, the Board approved Resolution 2025-98, which established strategies and goals for the initial investment of opioid settlement funds and authorized the allocation of up to \$4,346,017 to be disbursed over two years. This amount represents 30% of the anticipated funds to be received through 2038. The proposed Budget Revision allocates one year of funding, totaling \$2,173,035.50, consistent with the information presented at the time of the resolution's approval.

Two-year funding cycle: 30% of expected total distribution	
Naloxone for distribution	\$100,000
1 FTE-Substance Use Coordinator (<i>2 yrs salary + benefits</i>)	\$218,051
Contracts with Providers	\$3,694,481
Total	\$4,012,532
.5 FTE Special Projects Manager (<i>2 yrs salary + benefits</i>)	\$116,236
Data collection, analysis, reporting	\$217,303
Total admin and evaluation	333,539
GRAND TOTAL	\$4,346,071

Action: The Board is asked to approve budget revision and resolution authorizing the expenditure of Opioid Settlement Funds.

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION NO. 2025-566

Approve Budget Revision to authorize expenditure of Opioid Settlement Funds

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision and attached hereto for the fiscal year 2025-2026; and

WHEREAS, said budget revision was developed based on established strategies and goals for the initial investment of opioid settlement funds allocating one year of funding, totaling \$2,173,035.50 ; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025-2026; and

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Doña Ana County authorize/approve this budged revision attached hereto.

RESOLVED this 9th day of September,2025 .

Christopher Schaljo-Hernandez, District 1, Chair	For/Against
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Susana Chaparro, District 4, Vice Chair	For/Against
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Gloria Gameros, District 2	For/Against
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Shannon Reynolds, District 3	For/Against
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Manuel A. Sanchez, District 5	For/Against
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**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

STATE OF NEW MEXICO
DOÑA ANA COUNTY

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000651

02:38 PM
09/04/2025
Page 1 of 3

Company	Doña Ana County
Plan Template	Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan	FY26 DAC Amended Budget Detail
Organizing Dimension Type	
Amendment ID	BUDAMD00000651
Amendment Date	09/09/2025
Description	Approve budget revision and resolution authorizing expenditure of opioid settlement funds
Amendment Type	Budget Revision/Resolution
Balanced Amendment	No
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	5010:Salaries	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-111 Full-Time Non-Exempt			\$109,075.00	\$0.00	salary for 1 FTE Substance use coordinator and one .5 FTE special projects manager	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6021:Contractual Services Expense	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-067 Contractual Services			\$1,955,892.00	\$0.00	contracts with providers	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6080:Medical Expenses	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-166 Medication/Pharmacy			\$50,000.00	\$0.00	purchase and distribution of Naloxone	
FY2026 Annual (FY26 DAC Amended Budget Detail)	5030:Payroll Taxes	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-299 Workman's Comp Admin Assessment			\$21.50	\$0.00	workmans comp 1 FTE substance use coordinator and one .5 FTE special projects manager	
FY2026 Annual (FY26 DAC Amended Budget Detail)	5030:Payroll Taxes	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-283 Unemployment Insurance			\$30.00	\$0.00	unemployment insurance 1 FTE substance use coordinator and one .5 FTE special projects manager	

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000651

02:38 PM
09/04/2025
Page 2 of 3

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	5030:Payroll Taxes	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-165 Medicare			\$1,581.59	\$0.00	Medicare for 1 FTE substance use coordinator and one .5 FTE special projects manager	
FY2026 Annual (FY26 DAC Amended Budget Detail)	5030:Payroll Taxes	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-255 Social Security			\$6,762.65	\$0.00	FICA for 1 FTE substance use coordinator and one .5 FTE special projects manager	
FY2026 Annual (FY26 DAC Amended Budget Detail)	5020:Employee Benefits	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-207 PERA			\$23,625.65	\$0.00	PERA for 1 FTE substance use coordinator and one .5 FTE special projects manager	
FY2026 Annual (FY26 DAC Amended Budget Detail)	5020:Employee Benefits	F-038 LG Abatement Opioid Fund	CC-049 Opioid Settlement		SC-118 Group Insurance			\$26,047.11	\$0.00	insurance for 1 FTE substance use coordinator, one .5 FTE special projects manager	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/25/2025 12:21:15 PM	08/26/2025	Juanita Botello	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/26/2025 08:53:03 AM		Eric Bransford (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Sent Back	09/03/2025 04:29:19 PM	08/26/2025	Erik Alvidrez (Budget Manager)	1	Send Back Reason from Erik Alvidrez: Removed the revenue line-item as the funding is already within the reserves of the LG Abatement Opioid Fund. Send Back Reason from Erik Alvidrez: Per department request.
Budget Amendment Event	Budget Amendment Event	Submitted	09/03/2025 04:45:33 PM	08/26/2025	Juanita Botello	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/04/2025 11:38:53 AM		Eric Bransford (Cost Center Manager)	1	

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000651

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/04/2025 02:33:27 PM	08/26/2025	Erik Alvidrez (Budget Manager)	1	Erik Alvidrez: Updated ledger account for contractual services from 5100:Contractual Services to 6021:Contractual Services Expense.

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Office of Emergency Management

Initiating Department

Amanda Bowen, OEM Manager

Contact Person

September 9, 2025

Meeting Date

3

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

APPROVE A \$331,349 BUDGET REVISION FROM RESERVES TO THE OEM EMERGENCY FUND BUDGET AND A TASK ORDER WITH IEM UNDER THE MULTI-SERVICE AGREEMENT FOR FLOOD RECOVERY SUPPORT.

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Doña Ana County experienced flood impacts that require specialized recovery support. OEM recommends using the existing multi-service agreement and contract with IEM International, Inc. to provide technical assistance for FEMA Public Assistance and Individual Assistance programs for a period of twelve months. The requested not-to-exceed amount is \$331,349 covering Public Assistance support (\$173,690) and Individual Assistance support (\$157,659). The Commission is asked to delegate signature authority to the County Manager for all related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

1. Executive Summary - IEM Recovery
2. Resolution_OEM Recovery Funds
3. IEM International Contract
4. IEM Project Scope Flood Recovery

SUMMARY OF FINANCIAL IMPACT

Total not-to-exceed request: \$331,349 for twelve months. This total consists of Public Assistance technical assistance: \$173,690 and Individual Assistance technical assistance: \$157,659. County Reserves are requested to fund this project. If FEMA PA reimbursement is approved, the County may recover eligible portions of PA costs.

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Bowen, OEM Manager	Created/Initiated - 8/27/2025
Amanda Bowen, OEM Manager	Approved - 8/27/2025
Asma Dawood, Finance Director	Approved - 8/28/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/2/2025
Stephen Lopez, Assistant County Manager	Final Approval - 9/2/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:



Doña Ana County BOCC Agenda Item Executive Summary

Meeting Date:	September 9, 2025
Agenda Item Title:	Approve a \$331,349 budget revision to the OEM budget and a task order with IEM under the multi-service agreement for flood
Type of Action:	Approve Budget Revision
Fiscal Impact:	Not-to-exceed fiscal impact of \$331,349 for a 12-month task order, to be appropriated via budget revision to OEM. The PA scope may be partially reimbursed through FEMA Public Assistance subject to eligibility and federal–state cost share; the IA scope is expected to be locally funded, with no new FTEs or recurring costs beyond the contract.
Strategic Plan Alignment:	This item advances the Doña Ana County Strategic Plan by strengthening the Vital Condition of Basic Needs for Health and Safety and the foundational Belonging and Civic Muscle through resident-facing recovery coordination and transparent reporting. It also supports Goal Two - Natural Thriving World and Reliable Transportation by accelerating FEMA Public Assistance projects that repair and harden public infrastructure, reducing hazard exposure and economic disruption.
Overview:	

The Office of Emergency Management requests approval to increase its FY25 budget by \$331,349 to fund a task order under the County’s multi-service agreement with IEM International, Inc. for flood recovery support. This task order provides twelve months of FEMA Public Assistance and Individual Assistance technical assistance, including damage assessments, joint site inspections, project formulation for permanent work and debris, Grants Portal documentation and submissions, reimbursement and closeout support, stakeholder coordination, training, reporting, and resident-facing materials. The added funding will cover these services in a not-to-exceed amount of \$331,349 and will help the County maximize eligible FEMA reimbursement, speed up project delivery, and strengthen recovery operations for residents and public facilities affected by recent flooding. FEMA reimbursement can be sought for the Public Assistance portion.

What Will BOCC Action Mean:

- **Vote “YES”** = This will approve the resolution and _____
- **Vote “NO”** = This will reject the resolution and _____
- **Vote to “Amend”** = The BOCC will change the resolution (if the amendment is approved)
- **Vote to “Table”** = The Resolution will not proceed, and will either be schedule for a future meeting (“tabled to a date certain”) or will not be heard until the BOCC takes future action to bring it back (“tabled indefinitely”)

STATE OF NEW MEXICO
DOÑA ANA COUNTY

RESOLUTION NO. 2025-_____

RESOLUTION AUTHORIZING A BUDGET REVISION FOR THE OFFICE OF EMERGENCY MANAGEMENT TO FUND FLOOD RECOVERY SUPPORT SERVICES UNDER THE COUNTY'S MULTI-SERVICE AGREEMENT WITH IEM INTERNATIONAL, INC.

WHEREAS, the Board of County Commissioners finds that flood recovery services are necessary to protect public health, safety, and welfare; and

WHEREAS, the Office of Emergency Management seeks to use the County's existing multi-service agreement and contract with IEM International, Inc. for FEMA Public Assistance and Individual Assistance support; and

WHEREAS, the not-to-exceed amount for these services is Three Hundred Thirty One Thousand Three Hundred Forty Nine Dollars (\$331,349) for a twelve-month period;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Doña Ana County authorize/approve a budget revision in the amount of \$331,349, authorizing the County Manager to execute all related documents to effectuate this action.

RESOLVED this day of September 9, 2025.

Christopher Schaljo-Hernandez, District 1, Chair	For/Against
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Susana Chaparro, District 4, Vice Chair	For/Against
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Gloria Gameros, District 2	For/Against
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Shannon Reynolds, District 3	For/Against
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Manuel A. Sanchez, District 5	For/Against
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**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

CONTRACT # 26-018
Effective Date: 7/1/25

DOÑA ANA COUNTY CONTRACT FOR GOODS AND SERVICES

This Contract is entered into between Doña Ana County, hereinafter referred to as the "County," and "Contractor" described below, collectively the "Parties", to provide services on behalf of Doña Ana County.

Contractor Legal Name: IEM International, Inc.

Services Summary Description: Emergency Management Services, Planning Training

Initial Period of Performance shall be through: June 30, 2026

Pre-GRT, Total Annual Charges to this contract may not exceed: per task order

This Contract complies with New Mexico and County procurement requirements as follows:

- ☒ RFP # 25-0037, ☒ Under 150,000/yr or ☐ BOCC approval date
- ☐ Bid # , ☐ Under \$150,000/yr or ☐ BOCC approval date
- ☐ "Qualified" Professional Service, Under \$60,000 annually. Qualifications attached.
- ☐ Three Written Quotes under \$60,000 annually. ☐ Quotes under \$20,000 annually.
- ☐ Other: Revenue; non-financial MOA; or

No services shall be rendered nor shall any goods be provided until this contract has been executed by all parties, regardless of the indicated effective date.

NOTICES: All correspondence regarding this contract shall be sent to:

Doña Ana County Government	Contractor: IEM International, Inc.
Department: Office of Emergency Management	ATTN: Keith Reynolds
ATTN: Amanda Bowen	Title: Director, Contract Operations and Compliance
Street: 845 N. Motel Blvd	Street: 5420 Wade Park Boulevard, Suite 140
City, State, Zip: Las Cruces, NM 88001	City, State, Zip: Raleigh, NC 27607
Phone: 575-647-7901	Phone: 919-990-8191
Fax:	Fax:
Cell:	Cell:
Email: amandab@donaana.gov	Email: contracts@iem.com

ARTICLE 1 - SERVICES AND/OR GOODS TO BE PROVIDED: For RFP or Professional Services contracts, the Contractor shall provide services to the County on matters relating to the contractor's specialized areas of expertise as defined in this Contract and its referenced or incorporated Attachments. Negotiated fees are fixed for the first year. Price adjustments thereafter are subject to review and written determination on an individual contract basis.

For Sealed Bid / Indefinite Quantity contracts, the Contractor shall have the item(s) or service(s) available, as defined in this contract, on an "as ordered" basis. No funds are obligated under Sealed Bid / Indefinite Quantity contracts. Funds for Sealed Bid / Indefinite Quantity contracts are obligated by purchase orders on an "as needed" basis. Prices are fixed for the first year of a Sealed Bid / Indefinite Quantity contract. Thereafter, in the event of a product cost increase an escalation request will be reviewed by the County on an individual basis. Escalation requests are only to compensate for an actual cost increase and will not be considered for an increase in profit margin.

All Contractors shall secure and remain current on all insurances, licenses, permits, certificates, fees, etc., required for the performance of this contract.

ARTICLE 2 - CONTRACT DOCUMENTS: The Contract shall be comprised of this contract document, its Attachments and all documents referenced herein. As applicable, the Contract shall also include all Proposal or Bid documents, including the Contractor's responses, Reference Specifications, Special Conditions, Technical Specifications, Standard Details, any addenda thereto, and all negotiation records, all of which are incorporated herein and made a part of the Contract.

In instances where there exists a conflict between any of the Contract documents described above, this Contract plus attachments hereto, negotiation records, the County's solicitation documents, and the Contractor's response to the solicitation, in that order, shall control the interpretation of the parties' respective rights and obligations.

ARTICLE 3 - PERIOD OF PERFORMANCE: The period of performance of this Contract shall commence effective date or date of last signature, whichever is later, and continue through the Initial Period of Performance date detailed above. If stipulated in a formal Proposal or Bid solicitation by the County, this Contract may be renewed for up to three (3) additional years, not to exceed a total of four (4) years.

ARTICLE 4 - PLACE OF PERFORMANCE: The Contractor shall provide the required services or goods for Doña Ana County when and where appropriate or as required by the County.

ARTICLE 5 - COST AND PAYMENT: The Contractor shall be paid for services rendered satisfactorily per the negotiated fee(s) and payment schedules incorporated hereto in applicable attachments, including Attachments A and B. All payments will be in arrears. Payment shall be made within thirty (30) days upon receipt of a detailed invoice that shall include description of work completed or goods delivered pursuant to the deliverable(s) agreements and measures of attainment of this contract for the period covered by the invoice. The invoice submitted shall note the purchase order number and this Contract number and may be delivered to the Department contact specified in "Notices" above. The County shall pay to the Contractor the New Mexico Gross Receipts Tax on labor and services only as levied on the amounts invoiced and payable under this contract. The Contractor will pay the New Mexico Gross Receipts Tax levied on the amounts payable under this contract and remitted to them by Doña Ana County to the appropriate state agency.

ARTICLE 6 - AMENDMENTS: This Contract shall not be altered, changed, or amended except by written instrument signed by both parties.

ARTICLE 7 - ASSIGNMENT: The Contractor shall not assign nor delegate specific duties as part of this Contract nor transfer any interest nor assign any claims for money due or to become due under this Contract without the written consent of the County.

ARTICLE 8 - BINDING EFFECT OF CONTRACT: Both Parties agree that the terms of this Contract and any extension or renewal thereof shall extend to and be binding upon the administrators, assigns, successors, and transferees of the contracting parties.

ARTICLE 9 - COMPLIANCE WITH GOVERNING LAW: This Contract shall be construed in agreement with New Mexico law. The Contractor shall keep fully informed of and shall also comply with all applicable federal, state, and local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed, or the work, or which in any way affect the conduct of the work. By way of illustration, but not of limitation, the Contractor shall comply with laws relating to employment eligibility including: the Immigration Reform and Control Act of 1986 (Public Law 99-603) and the Immigration Act of 1990 (Public Law 101-649) regarding employment verification and retention of verification forms for any individual(s) hired on or after November 6, 1986, that will perform any labor or services under this Contract. The Contractor shall comply with all federal statutes relating to non-discrimination including, but not limited to: Title VI and VII of the Civil Rights Act of 1964 (Public Law 88-352), which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C.A. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112)], which prohibits discrimination on the basis of handicap; the Age Discrimination in Employment Act of 1967 (Public Law 90-202), as amended; the Americans with Disabilities Act of 1990 (Public Law 101-336); and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts, especially 45 CFR Part 80 (relating to race, color, and national origin), 45 CFR Part 84 (relating to handicap), 45 CFR Part 86 (relating to sex), and 45 CFR Part 91 (relating to age).

ARTICLE 10 - CONFIDENTIAL INFORMATION: Any confidential information, not subject to disclosure under the Inspection of Public Records Act, given to or developed by the Contractor, its officers, directors, employees, agents, or sub-consultants in the performance of this Contract will be kept confidential and will not be made available to any individual, organization, or other entity by the Contractor without prior written approval of the County.

ARTICLE 11 - CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and shall not acquire any interest during the term of this Contract which would have the potential to conflict with the performance of the services required under this Contract. In the event such a conflict arises, it shall immediately be brought to the attention of the County and appropriate action acceptable to the County shall be taken. The Contractor's failure to inform the County of the existence of a potential conflict of interest constitutes default and shall be grounds for immediate termination of Contract by the County.

ARTICLE 12 - CONFLICTS OF LAW: If any provision of this contract conflicts with governing federal or state law or County ordinances, then that law or ordinance shall supersede the conflicting provision of this contract.

ARTICLE 13 - HIPAA COMPLIANCE: As applicable, the parties agree to comply with the provision of the Health Insurance Portability and Accountability Act of 1996, and related regulations, as amended (“HIPAA”) in the event the Contractor receives patient records or information (Protected Health Information as defined by HIPAA).

ARTICLE 14 - INDEMNIFICATION AND HOLD HARMLESS AGREEMENT:

Non-Governmental Entity The Contractor shall hold harmless, indemnify and defend the County and its “public employees” as defined in the New Mexico Tort Claims Act, Sections 41-4-1 to 41-4-29, NMSA 1978, as amended, against and from any and all third party claims, losses, demands, judgments, damages, liabilities, lawsuits, expenses, attorneys fees, costs or actions of any kind resulting from or related to the Contractor’s negligent, intentional acts, errors or omissions in the Contractor’s performance under this contract. The Contractor’s agreement to hold harmless, indemnify and defend shall not be affected or terminated by the cancellation, expiration of the term or any renewal or any other modification of the Contract for any reason and shall survive the cancellation, expiration of the term or any renewal or any other modification of this contract, acts, errors or omissions to act occurring during the term of this contract.

Governmental Entity: Neither party shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with this Contract. Any liability incurred in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA, 1978 § 41-4-1 et. seq. and its amendments, where applicable.

ARTICLE 15 - INDEPENDENT CONTRACTOR: Nothing in this Contract is intended or should be construed in any way to create or establish a partnership relationship between the Parties or to establish the Contractor as an agent, representative, or employee of the County for any purpose or any manner whatsoever. Contractor and its employees shall not accrue leave, retirement, insurance, or any other benefits afforded to employees of the County. Contractor is an independent contractor of the County. The Contractor, its officers, directors, employees, servants, agents, or representatives are not and shall not be deemed employees of the County and shall not bind the County in any respect.

ARTICLE 16 - INSURANCE: For the duration of the contract and until all work specified in the contract is completed, the Contractor shall maintain in effect current Certificates of all insurance as required below and comply with all limits, terms and conditions stipulated therein. The County shall be named as an additional insured as stipulated. Contractor’s who are required to provide Certificate(s) of Insurance, must provide a new current Certificate(s) no less than annually. As applicable, work under this contract shall not commence until evidence of all required insurance is provided to the respective County Department for inclusion with this Contract. All insurance shall be written to conform to the requirements stipulated. Evidence of such insurance shall consist of a completed certificate of insurance, signed by the insurance agent for the Contractor and returned to the County attesting that all required insurance is in effect. If for any reason any material change occurs in the coverage during the course of the contract such change will not become effective until 30 days after the County has received written notice of such change.

Required Insurance: As specified in the RFP, BID documents or Attachment A.

IEM International, Inc.

ARTICLE 17 - KEY PERSONNEL: The Contractor shall identify all key personnel assigned to the performance of this Contract in Section II, Attachment H of this Contract. Contractor shall notify the County in writing of any changes to key personnel for inclusion in the official Contract File in the County Purchasing Department.

ARTICLE 18 - MEDIATION: In the event that a dispute arises with respect to any of the provisions contained in this Contract or any other matter affecting this contractual relationship between the County and the Contractor, the Parties agree that prior to filing any court action to enforce the Contract or rights under the Contract, they will use the services of a mediator. The mediator shall either be certified as a mediator or shall have experience as a mediator. The parties shall mutually agree upon the choice of mediator. In the event the Parties have not agreed to a mediator within three days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the Court or other professional association, and the Parties shall use a striking process until a mediator is agreed upon. Each party shall be responsible for their respective mediation costs.

ARTICLE 19 - MERGER OF PRIOR CONTRACTS: This Contract incorporates all the conditions, contracts, agreements, and understandings of the Parties concerning the subject matter of this Contract. All such conditions, understandings, and agreements have been merged into this written Contract. No prior condition, contract, agreement, or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Contract, either explicitly or by reference.

ARTICLE 20 - NON-APPROPRIATION: The County's obligation to make payment under the terms of this Contract is contingent upon its appropriation of sufficient funds to make those payments and the NM Department of Finance's (DFA) final approval of the County's budget. If the County does not appropriate sufficient funds or DFA does not approve the County's final budget, this Contract will terminate upon written notice of that effect to the Contractor. The County Board's determination that sufficient funds have not been appropriated, through Board of County Commissioners or DFA action, is firm, binding, and not subject to review.

ARTICLE 21 - NON-WAIVER OF RIGHTS: No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

ARTICLE 22 - NOTICE TO PROCEED OR COMMENCEMENT OF WORK: It is expressly understood that this Contract is not binding upon the County until approved and signed by the County and, further, that the Contractor shall not proceed with its obligations until the Contract has been signed by all Parties.

ARTICLE 23 - PARAGRAPH HEADINGS: Paragraph headings are for convenience and reference and are not intended to limit the scope of any provision of this Contract.

ARTICLE 24 - PERSONAL LIABILITY: No elected or appointed official, employee, servant, agent, or law enforcement officer of the County shall be held personally liable under this Contract or any extension or renewal thereof because of its enforcement or attempted enforcement, provided they are acting within the course and scope of their employment or governmental duty and responsibility.

ARTICLE 25 - PROCUREMENT CODE: The Procurement Code, § 13-1-25 through § 13-1-199, NMSA 1978 as amended, imposes civil and criminal penalties for its violation. In addition, New Mexico Criminal Statutes impose felony penalties for illegal bribes, gratuities and kickbacks. Pursuant to the above, it is unlawful for any Contractor to engage in bribery, offering gratuities with the intent to solicit business, or offering or accepting kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise prohibited.

ARTICLE 26 - PROPRIETARY INFORMATION: All documents, writings, electronic formats, drawings, designs, specifications, notes, project manuals, or related documents and other work developed in the performance of this Contract by the Contractor shall become the sole property of the County whether the activity for which they are developed is implemented or not. The Contractor shall provide the County with a complete set of all such proprietary information as requested by the County, but no later than the effective termination date of the contract. Contractor is strictly prohibited from reproducing, duplicating or printing any such proprietary information in any format for personal or monetary recognition, use or gain without the advance written permission of the County.

ARTICLE 27 - RECORD KEEPING AND AUDITS: The Contractor shall compile, maintain, and make available for inspection all records relating to the services to be provided under this Contract. These records shall be subject to inspection by the County or designated auditor. The County shall have the right to audit billings both before and after payment; payment under this Contract shall not foreclose the right of the County to be reimbursed any excessive or illegal payment amounts made to the Contractor during the term of this Contract. Pursuant to State of New Mexico General Records Retention requirements, Contractor will retain all original, source and supporting documents and records related to this contract for a minimum of six (6) years after the ending date of this contract.

ARTICLE 28 - RELEASE: The Contractor, upon final payment of amounts due under this Contract for work completed and accepted by the County, releases the County, its officers and employees from all liabilities, claims, and obligations whatsoever arising from or under this Contract. The Contractor agrees not to bind the County to any obligation not assumed in this Contract by the County, unless the Contractor has express written authority from the County Manager to do so, and then only within the limits of the expressed written authority.

ARTICLE 29 - SEVERABILITY: If any clause or provision of the Contract is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then it is the intention of the parties hereto that the remainder of the Contract shall remain in full force and effect. However, in the event that either Party can no longer reasonably perform pursuant to the remaining Contract terms, or if the purpose of the Contract can no longer be carried out by either Party, the Contract may be voided and no damages shall accrue to either party.

ARTICLE 30 - SOVEREIGN IMMUNITY:

Non-Governmental Entity: By entering into this Contract, the County and its "public employees" as defined in the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-29, as amended, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, *supra*.

Governmental Entity: By entering into this Contract, the County and the Governmental Entity Contractor do not waive sovereign immunity, do not waive any defense and do not waive any limitations of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act, supra.

ARTICLE 31 - SUBCONTRACTING: This Contract is based on the personal skills and reliability of the Contractor as known by the County at the time of execution of this Contract. The Contractor shall not subcontract out or hire any new employee to perform any portion of the services to be performed under this Contract without the prior written approval of the County Manager and inclusion of that written approval in the official Contract File in the County Purchasing Department. The written approval shall minimally include disclosure of the name of the individual(s) to be hired or contracted, a statement of the individual(s) qualifications and a justification of the request to hire or subcontract.

ARTICLE 32 - TERMINATION: Either party may terminate this contract for convenience, in whole or in part, by providing written notice to the other party thirty (30) days prior to termination. In the event of contract termination, the Contractor shall be paid for work completed to the date of termination. In no event shall the dollar amount to be paid upon termination exceed a total of the maximum contracted amount and any additional amount provided for by amendment(s).

- a. Where a Party to this Contract has committed a major breach that is capable of remedy, the Party who is not in breach may serve a written notice, with a fixed period in which to remedy the breach. The period given shall be determined at the sole discretion of the Party serving the notice but subject to a minimum period of two weeks.
- b. The County and Contractor shall have the right, such right being exercised at their absolute discretion, to terminate this Contract, in writing, if a major breach has been committed that can not be remedied. Further, the Parties may terminate this contract, in writing, if a breach has not been remedied to the reasonable satisfaction of the Party serving the notice of breach within the period specified in any such notice.

ARTICLE 33 - THIRD PARTY BENEFICIARY: It is agreed between the Parties executing this Contract that it is not intended by any of the provisions of this Contract to create on behalf of the public or any member thereof the status of third party beneficiary nor to authorize anyone not a party to the agreement to maintain a suit based upon this Contract.

ARTICLE 34 - WAIVER: Any waiver by the County of any breach of any covenant, term, condition, or agreement in this Contract to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent County from declaring a default for any succeeding breach either of the same covenant, term, condition, or agreement or another. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

ARTICLE 35 - DUPLICATE ORIGINALS: This document shall be effective when signed by both parties below or in counterpart, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes of an ink-signed original.

SIGNATURES:

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized representatives.

DOÑA ANA COUNTY:


 Scott Andrews
 County Manager

IEM International, Inc.

DocuSigned by:

 Keith Reynolds
 Director, Contract Operations and Compliance

Date: 6-20-25

Date: 6/16/2025

* * * * *

Contractor's NM Taxation and Revenue Department ID Number: _____

The following Attachments and Addenda have been reviewed and approved by the County Contract Officer or approved designee:

Document Name	Approved	Comments	Notes
Attachment A - Scope of Work			Required all Contracts
Attachment B -- Cost per Unit Service			Required all Contracts
Attachment C -- Contribution Disclosure			Required all Contracts
Attachment D -- Related Party Disclosure			Required all Contracts
Attachment E -- Debarment Certification			Required all Contracts
Attachment F - Non Collusion Affidavit			Required all Contracts
Attachment G -- Insurance Certificates			By Attachment A Specifications
Attachment H -- 1. Business License(s) 2. Professional Licenses 3. Staff Resumes			1. Required All Contracts 2. Required Licensed Professionals 3. Required all contracts
Attachment I -- Procurement Method			Purchasing Dept. Determines
Attachment J - Other			Purchasing Dept. Determines

Section I, Appendix A

Title VI Plan Compliance

Title VI Policy Statement

Dofia Ana County is committed to compliance with Title VI of the Civil Rights Act of 1964, 49 CFR, part 2, and all related regulations and directives. Dofia Ana County assures that no person shall on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity under any Dofia Ana County program, activity or service.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quantity, quality, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

CONTRACTOR COMPLIANCE:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time-to-time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
- 2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by THE Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of the 49 CFR Part 21.
- 3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be

determined by the New Mexico Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to Doña Ana County or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's non-compliance with the nondiscrimination provisions of this contract, Doña Ana County will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Doña Ana County or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request Doña Ana County to enter into any litigation to protect the interests of Doña Ana County. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CONTRACTOR COMPLIANCE WITH STATUTES AND AUTHORITIES:

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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); and 49 CFR Part 21.
- 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, {29 U.S.C. § 324 *et seq.*}, (prohibits 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);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the 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 program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your program (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (U.S.C. 1681 *et seq.*



ORIGINAL | TASK ORDER

August 20, 2025
A Proposal for Doña Ana County
FLOOD RECOVERY

POC:
Mark Mostad-Klahre, Senior Contract Administrator
Contracts@iem.com • (919) 990-8191

ATTN:
Amanda Bowen, Emergency Manager
Office of Emergency Management



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1.0 Firm Overview



Founded in 1985, **IEM International, Inc. (IEM)** is a homeland security and disaster management consulting firm dedicated to building a safe, secure, and resilient world. As the **largest minority- and woman-owned business of its kind**, we have built a reputation for understanding our clients' needs. Since our inception, we have developed innovative approaches to leverage best practices

and emerging trends, sought creative solutions to complex problems, and developed tools for emergency managers and responders to quantify risks better and make protective action decisions that work with outcomes that matter.

IEM provides support for disaster preparedness, mitigation, response, and recovery efforts across the country. Nationwide, the IEM teams assist clients in building their disaster response and recovery capabilities throughout all the four phases of the Public Assistance Program, pre-declaration and coordination, scope recovery requirements, delivery recover support and grant administration and closeout. IEM business portfolio focuses on integrating science, technology, and real-world experience to deliver consulting services and expertise at each stage of the emergency management life cycle—preparedness, mitigation, response, and recovery.



IEM has managed **managed over \$277 billion in federal assistance** from sources like FEMA, state, local, and private organizations. IEM employs science-based tools and strategies to deliver measurable results, saving lives, reducing costs, increasing efficiencies, and promoting evidence-based decision-making.

IEM's primary goal is to complete projects effectively. Allied to that, the IEM teams cultivate successful client relationships based on trust, open communication, diligence, and a genuine concern for impacted communities. These **values** guide our work and ensure that IEM provides high-quality, cost-effective services with excellent responsiveness.

As a leading emergency management and disaster recovery firm, IEM has played a significant role in the country's most critical disaster response and recovery initiatives. Our expertise has benefited **over 600 clients across all 50 states, four U.S. territories**, and 15 countries, with an impressive 74% of our business coming from repeat clients. The IEM teams empower our partners by building capacity through innovative solutions that enhance homeland security, boost public health, safeguard critical infrastructure, and deliver equitable, accessible digital services to citizens. Join us in creating a resilient future for communities everywhere.

2.0 Approach to Services

2.1 Requested Contractor Support

Doña Ana is actively pursuing extensive support through FEMA's Public Assistance and Individual Assistance (IA) under the Stafford Act. This initiative includes dedicated roles to expertly manage the Public Assistance program while seamlessly integrating federal and state IA with local efforts. To maximize the impact of each available resource, we must carefully consider all unmet needs, the availability of funding, and the requirements of each program or initiative. We genuinely believe in our mission to maximize reimbursements and ensure that those affected by disasters receive the vital recovery assistance they need. Together, we can make a meaningful difference.

Objectives

- Ensure efficient and comprehensive support of PA and IA programs.
- Provide seamless coordination with the federal and state teams and among various PA and IA authorities.
- Enhance support and service delivery to individuals affected by disasters.
- Maintain robust reach-back capability for ongoing support and consultation.

2.1.1 Public Assistance Scope of Work

Public Assistance Program Coordination

- Coordinate with County representatives to implement the PA program, ensuring all damages are captured and submitted for reimbursement from FEMA or State programs.
- Serve as liaison on behalf of the County with FEMA and State partners, attending and facilitating meetings, responding to all requests for information, and addressing all program requirements.
- Assist the County with prioritizing expedited and resilient rebuilding to harden the County's infrastructure

Damage Assessments/Joint Site Inspections

- Conduct initial damage assessments to develop a comprehensive damage inventory to be completed ahead of the 60-day post-RSM deadline.
- Conduct Site Inspections with FEMA and State partners and ensure all disaster damage is documented sufficiently and hazard mitigation opportunities are identified.
- Review Site Inspection Reports (SIRs) developed by FEMA Site Inspectors for accuracy and completeness.

Permanent Work Project Formulation: Wastewater and Flood Control Facilities

- Review Damage Descriptions and Dimensions (DDD) developed by FEMA for accuracy and completeness.
- Develop Scopes of Work (SOWs) and cost estimates.
- Collect all required documentation to support project eligibility.
- Complete and submit project application through Grants Portal
- Prepare Requests for Reimbursement
- Prepare closeout request closeout when all work is complete and funds have been disbursed to the County.

Debris Project Formulation and Closeout

- Collect all required documentation to support project eligibility
- Review all load tickets and landfill manifests
- Validate and summarize all, labor and contract cost documentation
- Complete Streamlined Project Applications (SPA) in Grants Portal
- Prepare Requests for Reimbursement
- Prepare closeout request closeout when all work is complete and funds have been disbursed to the County.

Maintenance of the Damage Assessment Dashboard

IEM has set up project reports and dashboards for clients throughout the nation capturing relevant recovery data, damage assessment information, and funding status which can be for internal county use and public facing websites. We will work alongside the County to ensure all necessary information is captured and accurate on a daily/weekly basis.

Cost Proposal

Our cost proposal spans 12 months of technical assistance provided by the IEM team and includes two months onsite for the Disaster Recovery Specialist III and I and one week of travel for the Task Lead. Our project staff will support the County full-time for the first two months of this task order with work continuing for the remainder of the 12 months with the level of effort to be assessed on a rolling basis.

Position	Hourly Rate	Total Hours	Total Cost
Disaster Recovery and Financial Reimbursement Task Lead	\$ 155.00	225	\$ 34,875.00
Disaster Recovery Specialist III	\$ 130.00	530	\$ 68,900.00
Disaster Recovery Specialist I	\$ 90.00	470	\$ 42,300.00
Labor Hours		1,225	
Labor Cost			\$ 146,075.00
Travel Cost			\$ 27,615.00
Total Cost		1,225	\$ 173,690.00

Travel cost assumes two months of onsite work for the Disaster Recovery Specialist III and I as well as one week of travel for Task Lead. Adjustments will be made depending on needs.

2.1.2 Individual Assistance Scope of Work

Program Coordination

- **Program Management:** Coordinate the implementation of all IA programs, ensuring full-service delivery.
- **Stakeholder Engagement:** Liaise with federal, state, and local agencies, as well as non-profit organizations and community groups.
- **Training and Support:** Provide training and support to IA program staff and volunteers.
- **Evaluation and Improvement:** Conduct program evaluations and recommend improvements.

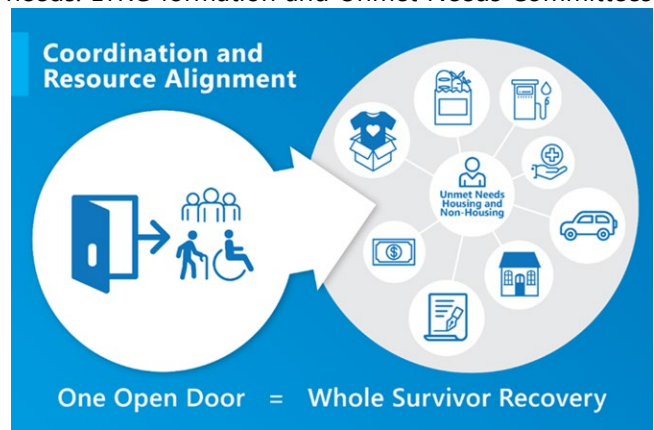
Key Areas of Focus

IEM's capabilities focus on five key IA authorities: Individuals and Households Program, Disaster Case Management, Disaster Legal Services, Crisis Counseling, and Disaster Unemployment Assistance. We also support

long term recovery group formation; and provide technical assistance for Mass Care Services as they address immediate shelter and housing needs of survivors.

Deliverables

- **Reports:** Detailed, scheduled, reports on IA activities, challenges, and outcomes. IEM Individual Assistance subject matter experts and Data Analysts will work together with the county to ensure client data is clean and accurate for reliable decision making. We can take complicated data and present it in a digestible manner for operational efficiency. We use Microsoft Power BI and other tools to create reports that help to effectively and easily analyze data for survivor-focused results.
- **Facilitation of Option Analyses, Support for a Long-Term Recovery Group, and Preparation Assistance:** IEM shares Doña Ana's goal for unity of effort amongst social services and long term recovery. We plan for a collaborative approach to connect the county's housing program to the Long Term Recovery Group (LTRG). Our team will support the LTRG or assist in standing up one. Our team can provide disaster recovery training, technical assistance, subject matter expertise, and advisement on the coordination of resources for the fulfillment of individual, family, and household needs. LTRG formation and Unmet Needs Committees are vital for household resource alignment and overall community recovery. Resource alignment occurs through collaboration with a broad array of stakeholders including state, local, Federal, Tribal, and Territorial governments; voluntary, faith-based, non-profit and community organizations; philanthropic, foundation, and private sector; academic; civil rights, advocacy, and other organizations focused on those disproportionately affected by disaster; other social service, charitable, and humanitarian organizations; and other recovery-focused organizations/agencies.
- **Training Materials:** Comprehensive training materials for IA staff and volunteers.
- **Evaluation Reports:** Periodic evaluation reports on program effectiveness and areas for improvement.
- **Resident-facing Information Products as Needed:** Detailed outreach plans to inform and assist disaster-affected populations. IEM will be a partner to Doña Ana County to help prioritize the creation and/or strengthening of community engagement infrastructure that can:
 - Establish formal feedback loops between residents and emergency management leadership—ensuring local concerns, barriers, and priorities are heard, logged, and responded to with clarity and timeliness.
 - Align existing community-facing programs (e.g., neighborhood councils, constituent services, 3-1-1 systems, advisory boards) with the county's recovery architecture to avoid duplication and strengthen reach.
 - Deploy culturally competent engagement strategies, including multilingual outreach, trusted messengers, and localized convenings in impacted communities to ensure equity in both access and participation.
 - Translate feedback into action, using a visible system of updates (e.g., dashboards, regular public briefings, community recovery reports) to demonstrate how resident input is shaping priorities, timelines, and resource deployment.
 - Empower community-based organizations as co-designers and co-implementers of outreach—resourcing their involvement and honoring the trust they already hold in the community.
- **Housing and Case Management Workflow Support for the Disaster Housing Program**



A SURVIVOR'S JOURNEY THROUGH DISASTER HOUSING AND RECOVERY



Cost Proposal

IEM is pleased to provide the cost proposal for Individual Assistance Services. Proposed cost is for a period of 12 months.

Position	Hourly Rate	Total Hours	Total Cost
Program Manager	\$ 185.00	90	\$ 16,650.00
Project Manager	\$ 165.00	480	\$ 79,200.00
Technical Assistance Task Lead	\$ 155.00	300	\$ 46,500.00
Planner III	\$ 130.00	25	\$ 3,250.00
Labor Hours		895	
Labor Cost			\$ 145,600.00
Travel Cost			\$ 12,059.00
Total Cost		895	\$ 157,659.00



Budget Amendment: FY2026 - Annual Budget
Detail on 09/09/2025 : BUDAMD00000662

12:18 PM
09/05/2025
Page 1 of 2

Details and Process

For Budget Amendment: FY2026 - Annual Budget Detail on 09/09/2025 : BUDAMD00000662
Overall Process Budget Amendment: FY2026 - Annual Budget Detail on 09/09/2025 : BUDAMD00000662
Overall Status In Progress
Due Date 08/30/2025

Details

Budget Amendment Budget Amendment: FY2026 - Annual Budget Detail on 09/09/2025 : BUDAMD00000662
Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Amendment ID BUDAMD00000662
Amendment Date 09/09/2025
Description \$331,349 Budget Revision for OEM budget and a task order with IEM under the multi-service agreement for flood recovery support.
Amendment Type Budget Revision/Resolution
Balanced Amendment No
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6020:Professional Services/Outside Services	F-010 Emergency Fund	CC-009 Office of Emergency Management		SC-213 Professional Services			\$331,349.00	\$0.00	Budget Revision for OEM budget and a task order with IEM under the multi-service agreement for flood recovery support.	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-001 General Fund	CC-001 Dona Ana County		SC-280 Transfer Out of Fund			\$200,000.00	\$0.00	Record Cash Transfer	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-010 Emergency Fund	CC-001 Dona Ana County		SC-279 Transfer Into Fund			\$0.00	\$200,000.00	Record Cash Transfer	

Process

Process History

Budget Amendment: FY2026 - Annual Budget
Detail on 09/09/2025 : BUDAMD00000662

12:18 PM
09/05/2025
Page 2 of 2

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/29/2025 04:00:42 PM	08/30/2025	Joy Chavez	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/29/2025 04:24:31 PM		Amanda Bowen (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/05/2025 12:18:29 PM	08/30/2025	Erik Alvidrez (Budget Manager)	1	

Remaining Process

Click on the button below to review remaining process details.

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office

Initiating Department

Amanda López Askin, County Clerk

Contact Person

September 9, 2025

Meeting Date

4

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**MEMORANDUM OF UNDERSTANDING (MOU) WITH THE NEW MEXICO SECRETARY OF
STATE IN THE AMOUNT OF \$223,798.92 TO CONDUCT AND ADMINISTER THE 2025 REGULAR
LOCAL ELECTION, WITH ASSOCIATED BUDGET REVISION AND RESOLUTION**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Memorandum of Understanding (MOU) with the New Mexico Secretary of State in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election, with associated Budget Revision and Resolution

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Memorandum of Understanding
Budget Revision
Budget Resolution

SUMMARY OF FINANCIAL IMPACT

The New Mexico Secretary of State will issue \$223,798.92 as an estimated cost.

ADMINISTRATIVE REVIEW AND APPROVAL

April Sosa, Administrative Assistant	Created/Initiated - 8/29/2025
Asma Dawood, Finance Director	Approved - 8/29/2025
Michael Perez, Purchasing Manager	Approved - 9/2/2025
Lucio Luttrell, Budget and Research Officer	Approved - 9/4/2025
Amanda López Askin, County Clerk	Final Approval - 9/5/2025

DOCUMENT CONTROL

For Signature: Yes

For Recording: Yes

Deadline for Return:



Doña Ana County BOCC Agenda Item Executive Summary

Meeting Date:	September 9, 2025
Agenda Item Title:	Budget Revision approving Memorandum of Understanding (MOU)
Type of Action:	Approval
Fiscal Impact:	The New Mexico Secretary of State will issue \$223, 798.92 as an estimated cost.
Strategic Plan Alignment:	The MOU is entered into expressly and solely for the purpose of providing state appropriated funds to the county to cover the costs of conducting and administering the 2025 Regular Local Election held on November 4, 2025. Issued to the county a warrant drawn on the State Treasurer in the amount of \$223,798.92 for the estimated costs that the county may incur in the 2025 Regular Local Election.

Overview:

Memorandum of Understanding (MOU) with the New Mexico Secretary of State in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election, with associated Budget Revision and Resolution

NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
Dona Ana COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Office" or "Agency") and Dona Ana County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the Regular Local Election ("Election") is to be held statewide on November 4th, 2025 "Election Day"; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible costs of the Election, including reasonable costs incurred by each County Clerk; (NMSA 1978 §1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

WHEREAS, it is in the interest of both Parties for the Office to sub-grant appropriated funds to each County prior to a given Election with the intent of such funds to cover the costs of running an Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to **Dona Ana** to cover the costs of conducting and administering the Regular Local Election.

1. RESPONSIBILITIES

The Office shall:

- A. Issue to **Dona Ana** County a warrant drawn through the New Mexico Department of Finance and Administration (DFA) at least ninety (90) days prior to Election Day in the amount of **\$223,798.92** for projected costs that the Parties agree will be incurred in the administration of the Regular Local Election.

The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies

of warrants paid by the County during the election cycle.

- A. Return any unused funds to the Office upon completion of election-related activity no later than forty-five (45) days following Election Day.

1. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

2. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items listed in Table 1. Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of poll worker costs described in Table 1. Appendix A, a potential recount or recheck, or any work required by a court order issued pursuant to the Election Code. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

Table 2. Appendix B is the Schedule of Non-Allowable Expenses. The items are not eligible for reimbursement with funds provided under this MOU. This does not mean these expenses are not legitimate election-related costs; rather, they must be covered using county funds. Counties must ensure that expenditures conform strictly to allowable categories as outlined in Appendix A. The items in Appendix B are examples of non-reimbursable cost for this fund source and are not intended to be exhaustive.

3. BUDGET ALLOCATION BY DESCRIPTION/AMOUNT

ELECTION EXPENDITURE SUMMARY		
Item	Description	Amount
1	Poll Worker/Election Board	212,479.98
2	Registration Officers (<i>including Same Day Registration</i>)	0
3	Language Interpreters	1,411.90
4	Election Publication(s)	2,686.35
5	Tabulator Delivery	3,092.11
6	Postage (<i>if applicable</i>)	123.31
7	Office Supplies (<i>if applicable</i>)	0
8	Messengers/Couriers (<i>if applicable</i>)	0
9	Polling Place Signage & Building Requirement (<i>if applicable</i>)	0
10	Other	4,005.24
11	Recount Costs (<i>if applicable</i>)	0
Total Amount		223,798.92

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
- B. **MOU Execution.** Should a MOU between the Parties fail to be finalized sixty (60) days prior to Election Day, the County shall only be reimbursed for eligible expenses as outlined in 1.10.36 NMAC and will only be reimbursed upon finalization of an executed MOU.
- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. The County shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

Each Party shall be solely responsible for liabilities due to its own violation or alleged violation of requirements applicable to the performance of the MOU. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

7. TERMINATION

Either Party may terminate this Agreement for cause or convenience by giving notice in writing to the other Party within thirty (30) days of the date of intended termination.

8. AMENDMENT

This MOU shall not be altered, changed, or amended except by a written instrument duly executed by both Parties. Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

To the Office:

Johanna Kehoe
Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
johanna.kehoe@sos.nm.gov
505.827.3615

To the County:

Dona Ana
County Clerk
845 N Motel Blvd, Las Cruces, NM 88007
amanda@donaanacounty.org
(575) 647-7428

10. MISCELLANEOUS PROVISIONS

- A. **Compliance with Laws.** The laws of the State of New Mexico will govern this MOU. The Parties shall comply with all federal and State laws, regulations, and rules applicable to the performance of this MOU and the duties hereunder.
- B. **Subsequent Terms.** This MOU supersedes and replaces all previous oral or written agreements between the Parties relating to the subject matter hereof. Furthermore, this MOU contains the entire agreement and understanding between the Parties relating to the subject matter.
- C. **Appropriations.** The terms of this MOU are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico.
- D. **Property.** The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

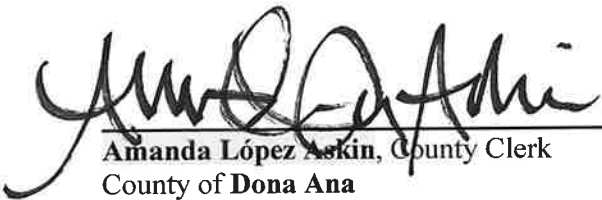
In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date



Amanda López Askin, County Clerk
County of Dona Ana



Date

(room for additional signature as required per county)

TABLE 1. APPENDIX A
Schedule of Cost Eligibility

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards; Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required); one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2-4,1-2-5, 1-2-16,1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7 (D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk. and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	county, the notice of election shall be published in a legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.		
Polling Place Signage & Building Requirements	The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots. The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 19 6, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

TABLE 2. APPENDIX B
Schedule of Non-Allowable Expenses

DESCRIPTION	EXAMPLES / DETAILS
County Staff Salaries	Base salaries for permanent county employees are not allowable under any circumstance. Hours worked while conducting election duties during a normally scheduled workday schedule is not an eligible item. Only the overtime (OT) costs incurred during the conduct and administration of the election is eligible .
Fringe Benefits for County Staff	Costs such as FICA, Medicare, PERA, health insurance, or other benefit-related expenses associated with permanent staff OT are not reimbursable. Only the OT is eligible .
Non-Election Supplies & Equipment	General office supplies or unrelated equipment such as Personal Protective Equipment (PPE), toolboxes, toner, laptops, extension cords, lighting, keyboards, monitors, routers, printers, kitchen appliances, etc. Counties should contact the Secretary of State's Office in advance for clarification on eligible items .
Pre-Early Voting Payroll	Any and all payroll costs, including temporary worker salaries and county staff, incurred before the official Early Voting period start date are not eligible .
Hired or Contracted Security	Security personnel, private guards, or local law enforcement not required under statute or specifically authorized for polling places are not reimbursable.
Vendor-Restricted Supplies	Supplies or services procured from Ballot on Demand vendors (e.g., Robis Inc. and AES dba Impressions Inc.) that are separate and independent of the pre-approved supply list provided by the Secretary of State are not eligible. This includes items such as Mi-Fis, hand-tally sheets, or any other miscellaneous supplies not explicitly included on the pre-approved list. The State either provides these approved supplies directly or procures them centrally. Counties should contact the Secretary of State's Office in advance for clarification on eligible items .
Travel Expenses Not Related to Election Operations	Mileage or lodging unrelated to direct support of training or messenger services outlined in 1-2-20 NMSA 1978 are not reimbursable.
Food or Refreshments	Meals, catering, snacks, or beverages for any staff members, poll workers, or volunteers are not eligible for reimbursement.
Capital Equipment or Durable Goods	Items with a lifespan beyond the election, such as furniture, safes, permanent signage, shelving, or storage cabinets , are non-reimbursable.
Promotional Materials	Items such as branded merchandise, giveaways, advertisements, or marketing materials are ineligible .
Software or Licenses Unrelated to Voting Equipment	Non-voting software, such as Microsoft Office licenses, payroll and/or people management software, antivirus software, or unrelated subscriptions, are not allowable.
Cleaning Services	Costs related to janitorial, sanitation, or office cleaning services are not reimbursable.
Legal or Consulting Fees	Attorney, lobbying, or general consulting services not directly tied to the statutory conduct of the election are not eligible .
Facility Improvements	Permanent building improvements, utility upgrades, or renovations are not reimbursable through these election funds.
Tabulator (and other) Consumables	Items such as batteries, ink cartridges, test decks, cleaning sheets, replacement keys, and security seals used in tabulators. These are either provided directly by the Secretary of State's Office for free or procured separately by the State. Counties should not purchase these items using these funds. Contact the Secretary of State's Office for details on availability or sourcing for tabulator consumables.

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000667

02:26 PM
09/04/2025
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Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Organizing Dimension Type
Amendment ID BUDAMD00000667
Amendment Date 09/09/2025
Description MOU with the NM SOS in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election.
Amendment Type Budget Revision/Resolution
Balanced Amendment Yes
Entry Type Amended
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6150:Office Expense and Supplies	F-001 General Fund	CC-005 County Clerk		SC-212 Printing & Publishing			\$3,000.00	\$0.00	MOU with the NM SOS in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election	Warning : - Invalid Spend Category for Ledger Account Budgets
FY2026 Annual (FY26 DAC Amended Budget Detail)	6150:Office Expense and Supplies	F-001 General Fund	CC-005 County Clerk		SC-210 Postage			\$200.00	\$0.00	MOU with the NM SOS in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election	Warning : - Invalid Spend Category for Ledger Account Budgets
FY2026 Annual (FY26 DAC Amended Budget Detail)	6110:Election Expense	F-001 General Fund	CC-005 County Clerk		SC-192 Other Election Expense			\$70,598.92	\$0.00	MOU with the NM SOS in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election	

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000667

02:26 PM
09/04/2025
Page 2 of 3

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	5010:Salaries	F-001 General Fund	CC-005 County Clerk		SC-193 Over-Time Salaries			\$25,000.00	\$0.00	MOU with the NM SOS in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election	
FY2026 Annual (FY26 DAC Amended Budget Detail)	5010:Salaries	F-001 General Fund	CC-005 County Clerk		SC-086 Early Voting Pollworkers			\$100,000.00	\$0.00	MOU with the NM SOS in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6110:Election Expense	F-001 General Fund	CC-005 County Clerk		SC-391 Election Day Workers			\$25,000.00	\$0.00	MOU with the NM SOS in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4070:Other Revenue	F-001 General Fund	CC-001 Dona Ana County			RC-068 Secretary of State Funding		\$0.00	\$223,798.92	MOU with the NM SOS in the amount of \$223,798.92 to conduct and administer the 2025 Regular Local Election	

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	09/04/2025 12:12:36 PM	09/05/2025	April Sosa	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	09/04/2025 12:15:24 PM		April Sosa on behalf of Amanda Askin (Cost Center Manager)	1	

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000667

02:26 PM
09/04/2025
Page 3 of 3

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/04/2025 02:26:15 PM	09/05/2025	Erik Alvidrez (Budget Manager)	1	Erik Alvidrez: Updated the cost center for the revenue line item as all general fund revenues are recorded under CC-001 Dona Ana County.

**STATE OF NEW MEXICO
COUNTY OF DOÑA ANA**

RESOLUTION NO. 2025 _____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 9th of September, 2025.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Christopher Schaljo-Hernandez, District 1, Chair	For/Against
--	--------------------

Susana Chaparro, District 4, Vice-Chair	For/Against
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Shannon Reynolds, District 3	For/Against
------------------------------------	--------------------

Gloria Gameros, District 2	For/Against
----------------------------------	--------------------

Manuel A. Sanchez, District 5	For/Against
-------------------------------------	--------------------

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Facilities and Parks

Initiating Department

Robert Herrera, Facilities & Services, Director, Justin Weaver,
Project Manager

Contact Person

September 9, 2025

Meeting Date

5

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

THE DOÑA ANA COUNTY FACILITIES & SERVICES DEPARTMENT REQUESTS BOCC APPROVAL AND ACCEPTANCE OF THE LISTED GRANT AGREEMENTS FOR FULL EXECUTION AND IS PREPARED TO IMPLEMENT THE PROJECTS UPON FINAL APPROVAL FROM DFA. ADDITIONALLY, APPROVAL IS REQUESTED TO AUTHORIZE THE COUNTY MANAGER TO PROVIDE SIGNATURE AUTHORITY FOR THE EXECUTION OF ALL RELATED CONTRACTS, AMENDMENTS, CHANGE ORDERS, AND RENEWALS ASSOCIATED WITH THESE PROJECTS. APPROVAL OF THE ASSOCIATED BUDGET REVISION AND BUDGET RESOLUTION IS ALSO REQUESTED.

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The New Mexico State Legislature, through the Department of Finance and Administration (DFA), has appropriated FY 2025 Capital Outlay funds to Doña Ana County for county-wide capital improvement projects. These funds were requested through the County's Infrastructure Capital Improvement Plan (ICIP) process. The funded agreements are as follows

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Grant Agreement Fairgrounds improvements
Grant Agreement Real-time crime center
Grant Agreement Outdoor restrooms at Vado Park
Grant Agreement Commercial Kitchen Vado Community Center
Grant Agreement Chaparral Fire Station #9
Grant Agreement De La O Center in Village of Dona Ana
Grant Agreement Tortugas Park
Grant Agreement La Mesa Community Center
Budget Resolution FY26

SUMMARY OF FINANCIAL IMPACT

All grants total \$3,349,200.00 that will be added to the FY26 Budget.

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant	Created/Initiated - 8/13/2025
Robert Herrera, Facilities & Services, Director	Approved - 8/18/2025
Asma Dawood, Finance Director	Approved - 8/18/2025
Lucio Luttrell, Budget and Research Officer	Approved - 8/28/2025
Deborah Weir, Assistant County Manager	Final Approval - 8/29/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:



Doña Ana County

Executive Summary

Meeting Date: September 09, 2025

Agenda Item Title: The Doña Ana County Facilities & Services Department requests BOCC approval and acceptance of the listed grant agreements for full execution and is prepared to implement the projects upon final approval from DFA. Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, change orders, and renewals associated with these projects.

Overview: The New Mexico State Legislature, through the Department of Finance and Administration (DFA), has appropriated FY 2025 Capital Outlay funds to Doña Ana County for county-wide capital improvement projects. These funds were requested through the County's Infrastructure Capital Improvement Plan (ICIP) process. The funded agreements are as follows:

25-J2934 \$300,000.00 minus the allocation for Art in Public Places (AIPP), \$3,000.00, which equals \$297,000.00 to plan, design, construct, renovate, equip, install and improve facilities and grounds at the county fairgrounds, including Quonset huts, a former racetrack and horse stalls, in Doña Ana County.
APPROPRIATION REVERSION DATE: June 30, 2029.

25-J2937 \$300,000.00 minus the allocation for AIPP, \$3,000 which equals \$297,000.00 to plan, design, construct, equip and furnish a real-time crime center in Doña Ana County.
APPROPRIATION REVERSION DATE: June 30, 2029

25-J2938 \$400,000.00 minus the allocation for AIPP, \$4,000 which equals \$396,000.00 to plan, design, construct, renovate and equip waterless restroom facilities for the Vado/Del Cerro Park in Doña Ana County.
APPROPRIATION REVERSION DATE: June 30, 2029.

25-J2939 \$300,000.00 minus the allocation for AIPP, \$3,000 which equals \$297,000.00 to plan, design, construct, renovate, equip and

expand the kitchen area at the Vado/Del Cerro community center in Doña Ana County.

APPROPRIATION REVERSION DATE: June 30, 2029,

25-J2946 \$400,000.00 minus the allocation for AIPP, \$4,000 which equals \$396,000.00 to plan, design, construct, furnish and equip Chaparral fire station 9, including a classroom, a physical fitness room and a decontamination room, in in Doña Ana County.

APPROPRIATION REVERSION DATE: June 30, 2029.

25-J2947 \$800,000.00 minus the allocation for AIPP, \$8,000.00 which equals \$792,000.00 to plan, design, construct, equip and renovate the De La O visitors center in Dona Ana in Doña Ana County.

APPROPRIATION REVERSION DATE: June 30, 2029.

25-J2950 \$ 200,000.00 to plan, design, construct, renovate, purchase and install playground amenities, erosion control, parking lot repairs and accessibility improvements at Tortugas Park in Doña Ana County.

APPROPRIATION REVERSION DATE: June 30, 2029

25-J4113 \$100,000.00 to plan, design, construct, equip, purchase and install improvements at La Mesa community center in Doña Ana County. **Language states changed from community park to community center**

APPROPRIATION REVERSION DATE: June 30, 2028

25-J4121 \$574,200.00 to plan, design, construct, renovate, furnish and equip Chaparral fire station 10 in in Doña Ana County.

Language states, changed from station 44 to station 10

APPROPRIATION REVERSION DATE: June 30, 2027

Additionally, approval is requested to authorize the County Manager to provide signature authority for the execution of all related contracts, amendments, and renewals associated with the project.

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 115, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J4113 ("Project")** 6/30/2028 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 115, One Hundred Thousand Dollars And No Cents, \$100,000.00, The unexpended balance of the appropriation to the local government division in Subsection 275 of Section 28 of Chapter 66 of Laws 2024 to plan, design, construct, equip, purchase and install improvements at La Mesa community park in Dona Ana county shall not be expended for the original purpose but is changed to plan, design, construct, equip, purchase and install improvements at La Mesa community center in Dona Ana county..
- B. Grantee's total reimbursements shall not exceed \$100,000.00 One Hundred Thousand Dollars And No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 Zero Dollars and No Cents, which equals \$100,000.00 One Hundred Thousand Dollars And No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required

procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
Name: Scott Andrews
Title: County Manager
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: scotta@donaanacounty.org
Telephone: 575-525-5802

- B. 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: Dona Ana County
Name: Asma Dawood
Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007

Email: asmad@donaana.gov
Telephone: 575-525-5974

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

Department: DFA/Local Government Division
Name: Dawn Webster
Title: Senior Legislative Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: dawn.webster@dfa.nm.gov
Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or

- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate

steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

- a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
 - b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
 - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
 - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
 - b. 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;
 - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
 - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and

approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.

- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, “**Publicity**” means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, “Public Relations” includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State’s organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. **Venue and Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code:		Fund No.:	PO #
			Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 123, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J4121 ("Project")** 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 123, Five Hundred Seventy-Four Thousand Two Hundred Dollars And No Cents, \$574,200.00, The unexpended balance of the appropriation to the local government division in Subsection 218 of Section 28 of Chapter 199 of Laws 2023 to plan, design, construct, renovate, furnish and equip fire station 10 in Chaparral in Dona Ana county shall not be expended for the original purpose but is changed to plan, design, construct, renovate, furnish and equip fire station 44 in Chaparral in Dona Ana county..
- B. Grantee's total reimbursements shall not exceed \$574,200.00 Five Hundred Seventy-Four Thousand Two Hundred Dollars And No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 Zero Dollars and No Cents, which equals \$574,200.00 Five Hundred Seventy-Four Thousand Two Hundred Dollars And No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:
- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.

- c. 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.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
 Name: Scott Andrews
 Title: County Manager
 Address: 845 N. Motel Blvd. Las Cruces NM 88007
 Email: scotta@donaanacounty.org
 Telephone: 575-525-5802

- B. 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: Dona Ana County
 Name: Asma Dawood

Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: asmad@donaana.gov
Telephone: 575-525-5974

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

Department: DFA/Local Government Division
Name: Dawn Webster
Title: Senior Legislative Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: dawn.webster@dfa.nm.gov
Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or

- d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:
 - a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.

- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.

- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
 - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration."

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

- a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
 - a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.

- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.

- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, “**Publicity**” means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, “Public Relations” includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State’s organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. **Venue and Choice of Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code: Fund No.: PO # Loc No:			
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 279, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2934 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 279, Paragraph 33, Three Hundred Thousand Dollars and No Cents, \$300,000.00, to plan, design, construct, renovate, equip, install and improve facilities and grounds at the county fairgrounds, including quonset huts, a former racetrack and horse stalls, in Dona Ana county;.
- B. Grantee's total reimbursements shall not exceed \$300,000.00 Three Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$3,000.00 Three Thousand Dollars and No Cents, which equals \$297,000.00 Two Hundred Ninety Seven Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
Name: Scott Andrews
Title: County Manager
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: scotta@donaanacounty.org
Telephone: 575-525-5802

- B. 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: Dona Ana County
Name: Asma Dawood
Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: asmad@donaana.gov

Telephone: 575-525-5974

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

Department: DFA/Local Government Division

Name: Dawn Webster

Title: Senior Legislative Grant Manager

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

Email: dawn.webster@dfa.nm.gov

Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:			
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.			
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.			
c. Submission of supporting documentation as required by the Agreement.			
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code:	Fund No.:	PO #	Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 282, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2937 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 282, Paragraph 33, Three Hundred Thousand Dollars and No Cents, \$300,000.00, to plan, design, construct, equip and furnish a real-time crime center in Dona Ana county;.
- B. Grantee's total reimbursements shall not exceed \$300,000.00 Three Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$3,000.00 Three Thousand Dollars and No Cents, which equals \$297,000.00 Two Hundred Ninety Seven Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
Name: Scott Andrews
Title: County Manager
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: scotta@donaanacounty.org
Telephone: 575-525-5802

- B. 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: Dona Ana County
Name: Asma Dawood
Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: asmad@donaana.gov
Telephone: 575-525-5974

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

Department: DFA/Local Government Division

Name: Dawn Webster

Title: Senior Legislative Grant Manager

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

Email: dawn.webster@dfa.nm.gov

Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code:	Fund No.:	PO #	Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 283, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2938 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 283, Paragraph 33, Four Hundred Thousand Dollars and No Cents, \$400,000.00, to plan, design, construct, renovate and equip waterless restroom facilities for the Vado/Del Cerro park in Dona Ana county;.
- B. Grantee's total reimbursements shall not exceed \$400,000.00 Four Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$4,000.00 Four Thousand Dollars and No Cents, which equals \$396,000.00 Three Hundred Ninety Six Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
Name: Scott Andrews
Title: County Manager
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: scotta@donaanacounty.org
Telephone: 575-525-5802

- B. 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: Dona Ana County
Name: Asma Dawood
Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: asmad@donaana.gov
Telephone: 575-525-5974

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

Department: DFA/Local Government Division

Name: Dawn Webster

Title: Senior Legislative Grant Manager

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

Email: dawn.webster@dfa.nm.gov

Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code:		Fund No.:	PO #
			Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 284, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2939 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 284, Paragraph 33, Three Hundred Thousand Dollars and No Cents, \$300,000.00, to plan, design, construct, renovate, equip and expand the kitchen area at the Vado/Del Cerro community center in Dona Ana county;.
- B. Grantee's total reimbursements shall not exceed \$300,000.00 Three Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$3,000.00 Three Thousand Dollars and No Cents, which equals \$297,000.00 Two Hundred Ninety Seven Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
Name: Scott Andrews
Title: County Manager
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: scotta@donaanacounty.org
Telephone: 575-525-5802

- B. 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: Dona Ana County
Name: Asma Dawood
Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: asmad@donaana.gov

Telephone: 575-525-5974

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

Department: DFA/Local Government Division

Name: Dawn Webster

Title: Senior Legislative Grant Manager

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

Email: dawn.webster@dfa.nm.gov

Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:			
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.			
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.			
c. Submission of supporting documentation as required by the Agreement.			
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code:	Fund No.:	PO #	Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY [20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 291, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2946 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 291, Paragraph 33, Four Hundred Thousand Dollars and No Cents, \$400,000.00, to plan, design, construct, furnish and equip fire station 9, including a classroom, a physical fitness room and a decontamination room, in Chaparal in Dona Ana county;.
- B. Grantee's total reimbursements shall not exceed \$400,000.00 Four Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$4,000.00 Four Thousand Dollars and No Cents, which equals \$396,000.00 Three Hundred Ninety Six Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description.**"

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.

d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
Name: Scott Andrews
Title: County Manager
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: scotta@donaanacounty.org
Telephone: 575-525-5802

- B. 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: Dona Ana County
Name: Asma Dawood
Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: asmad@donaana.gov

Telephone: 575-525-5974

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

Department: DFA/Local Government Division

Name: Dawn Webster

Title: Senior Legislative Grant Manager

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

Email: dawn.webster@dfa.nm.gov

Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
- b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
- c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.

S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code:	Fund No.:	PO #	Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 292, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2947 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 292, Paragraph 33, Eight Hundred Thousand Dollars and No Cents, \$800,000.00, to plan, design, construct, equip and renovate the De La O visitors center in Dona Ana in Dona Ana county;
- B. Grantee's total reimbursements shall not exceed \$800,000.00 Eight Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$8,000.00 Eight Thousand Dollars and No Cents, which equals \$792,000.00 Seven Hundred Ninety Two Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
Name: Scott Andrews
Title: County Manager
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: scotta@donaanacounty.org
Telephone: 575-525-5802

- B. 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: Dona Ana County
Name: Asma Dawood
Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: asmad@donaana.gov
Telephone: 575-525-5974

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

Department: DFA/Local Government Division

Name: Dawn Webster

Title: Senior Legislative Grant Manager

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

Email: dawn.webster@dfa.nm.gov

Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code:	Fund No.:	PO #	Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and Dona Ana County, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 159, Section 295, Paragraph 33, 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;

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

- A. **25-J2950 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 295, Paragraph 33, Two Hundred Thousand Dollars and No Cents, \$200,000.00, to plan, design, construct, renovate, purchase and install playground amenities, erosion control, parking lot repairs and accessibility improvements at Tortugas park in Dona Ana county;.
- B. Grantee's total reimbursements shall not exceed \$200,000.00 Two Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 No Dollars and No Cents, which equals \$200,000.00 Two Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. 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, the language of the laws cited herein shall control.

The information contained in Article I is referred to collectively as the "**Project Description**."

II. DISBURSEMENT LIMITATION

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
 - b. The total amount received by Grantee shall not exceed the lesser of:
 - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
 - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
 - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, 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 ("**Third Party Obligations**"); and
 - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
 - e. In the event 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:
 - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
 - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. 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 after issuance of a Notice of Obligation by the Department.
 - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
 - c. 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.
 - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a 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 incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee: Dona Ana County
Name: Scott Andrews
Title: County Manager
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: scotta@donaanacounty.org
Telephone: 575-525-5802

- B. 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: Dona Ana County
Name: Asma Dawood
Title: Director of Financial Services
Address: 845 N. Motel Blvd. Las Cruces NM 88007
Email: asmad@donaana.gov
Telephone: 575-525-5974

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

Department: DFA/Local Government Division

Name: Dawn Webster

Title: Senior Legislative Grant Manager

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

Email: dawn.webster@dfa.nm.gov

Telephone: 505-487-6420

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) 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 the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
 - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
 - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
 - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
 - c. Termination for violation of the terms of this Agreement; or
 - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
 - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
 - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
 - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
 - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
 - c. 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 a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs 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.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. 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)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

VIII. REPORTING

A. Database Reporting

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the 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.

B. Requests for Additional Information/Project Inspection

- a. During the term of this Agreement and the Record Retention Period, the Department may:
 - i. Request additional information regarding the Project as it deems necessary and
 - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

IX. REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
 - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
 - ii. However, 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. 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 in a shorter period than the Department may prescribe in writing.
 - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
 - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority 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 under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

A. The following general conditions and restrictions shall apply to the Project:

- a. 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.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. 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.
- d. The Project must provide a public benefit above and beyond any incidental benefit to 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.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
 - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
 - i. 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 participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

A. Reliance by Department.

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

B. Grantee hereby represents and warrants the following:

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. 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 and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
 - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
 - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. 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 the State, any agency, or body in connection with the awarding of any Third Party Obligation.
 - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
 - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
 - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), 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 Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, 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 finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

XIV. 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.

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
 - b. If the Legislature does not make sufficient appropriations and authorization, Dona Ana County may immediately terminate this Agreement by giving Contractor written notice of such termination.
 - c. The Dona Ana County’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the Dona Ana County or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Dona Ana County or the State Department of Finance and Administration.”

XVII. REQUIRED TERMINATION CLAUSE

- A. Grantee acknowledges and agrees to 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:
 - a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the Dona Ana County, the Dona Ana County may terminate this contract immediately by providing Contractor written notice of such termination.
 - b. In the event of termination pursuant to this paragraph, the Dona Ana County’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

- A. Throughout the term of this Agreement, Grantee shall:
 - a. Submit all reports of annual audits and agreed-upon procedures required by § 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 § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
- c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
- d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
- b. 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;
- c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
 - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
 - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
- d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.

- a. Grantee acknowledges and agrees:
 - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
 - ii. Department's failure to inform Grantee of an 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 attached to the Project and Appropriation Amount without the need for formal 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 expressly contingent upon the satisfaction of the then-current SBOF conditions.

B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't

proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
 - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this 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, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

- A. Assignment: Grantee'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 Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- 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 the 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 the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, 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.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. 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 Grantee'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.
- K. 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 its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it 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 that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. 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.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee 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.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
 - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
 - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]
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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Cabinet Secretary, Wayne Propst:

Signature

Date

Chief Financial Officer, Mackie Romero:

Signature

Date

Local Government Division Director, Cecilia Mavrommatis:

Signature

Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature

(Print Name)

(Title)

APPROVED BY GRANTEE:

Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name)

(Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name)

(Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name)

(Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO GRANT APPROPRIATION Request for Payment Form Exhibit A			
I. Grantee Information (Must match your DFA Substitute W-9 Form)		II. Payment Computation	
A.	Grantee:	A.	Payment Request No.
B.	Address:	B.	Grant Amount: \$ 0.00
	(Complete Mailing, including Suite, if applicable)	C.	AIPP Amount (if Applicable): \$ 0.00
	City, State, Zip	D.	Funds Requested to Date: \$ 0.00
C.	Contact Name/Phone #:	E.	Amount Requested this Payment:
D.	Grant No:	F.	Reversion Amount (if applicable): \$ 0.00
E.	Project Title:	G.	Grant Balance: \$ 0.00
F.	Grant Expiration Date:	H.	☐ Final Request for Payment (if applicable)
III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)			
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)			
IV. Certifications			
☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Grantee Fiscal Officer or Fiscal Agent (if applicable)		Grantee Representative	
Printed Name		Printed Name	
Date:		Date:	
(State Agency Use Only)			
Vendor Code:	Fund No.:	PO #	Loc No.:
I certify that the State Agency financial and vendor file information agree with the above submitted information.			
ASD Officer		Division Grant Manager	
Date		Date	

Revised 7/2025

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EXHIBIT B
Notice of Department's Obligation Form

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

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

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.

Revised 7/2025

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EXHIBIT C

Special Conditions (If Fiscal Agent Required or Anti Donations Issues Exist)

OPTIONAL EXHIBIT C 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) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, 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 FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior 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 <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

This Data Sharing Provisions Exhibit ("Exhibit") is incorporated into the New Mexico Capital Outlay Agreements ("Agreements") between the State of New Mexico ("State") and [Insert Partner Name] ("Partner"). This Exhibit outlines the terms and conditions under which data will be shared between the Parties to ensure compliance with New Mexico state laws and regulations, focusing on data privacy, security, and compliance.

II. Definitions:

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

The purpose of this exhibit is to promote transparency, facilitate information sharing between the parties, support better policy and decision-making, and enhance public services through collaborative

1 of 2

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data analysis from various sources.

IV. Use of Information:

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

The Parties agree not to disclose Information except as required by law or with prior written approval of the other Party. If there is a public records request, the Party receiving it shall notify the other Party within three business days.

VII. Ownership of Information:

Legal title to Information shall remain with the provider. The Partner grants the State a royalty-free, non-exclusive, non-transferable license to use the Information in furtherance of the purposes outlined in this Exhibit.

**STATE OF NEW MEXICO
COUNTY OF DOÑA ANA**

RESOLUTION NO. 2025 _____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 –2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this of , 2026.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Christopher Schaljo-Hernandez, District 1, Chair	For/Against
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Susana Chaparro, District 4, Vice Chair	For/Against
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Gloria Gameros, District 2	For/Against
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Shannon Reynolds, District 3	For/Against
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Manuel A. Sanchez, District 5	For/Against
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ATTEST:

Amanda López Askin, Ph.D.
County Clerk

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000640

12:14 PM
09/05/2025
Page 1 of 3

Company	Doña Ana County
Plan Template	Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan	FY26 DAC Amended Budget Detail
Organizing Dimension Type	
Amendment ID	BUDAMD00000640
Amendment Date	09/09/2025
Description	Cover cost for new 2025 State of NM appropriations
Amendment Type	Budget Revision/Resolution
Balanced Amendment	No
Entry Type	Amended
Status	In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000650 25-J4121 Chaparral Fire Station Improvements		RC-032 Grant Revenues	Project: P-0000297 Chaparral Fire Station Phase 2	\$0.00	\$574,200.00	New state appropriation for Chaparral Fire Station	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000650 25-J4121 Chaparral Fire Station Improvements	SC-032 Capital Outlay - Construction		Project: P-0000297 Chaparral Fire Station Phase 2	\$574,200.00	\$0.00	New state appropriation for Chaparral Fire Station	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000644 25-J2938 Vado/Del Cerro Park Improvements		RC-032 Grant Revenues	Project: P-0000078 Vado Del Cerro Community Park	\$0.00	\$396,000.00	New state appropriation for Vado/Del Cerro Park	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000644 25-J2938 Vado/Del Cerro Park Improvements	SC-032 Capital Outlay - Construction		Project: P-0000078 Vado Del Cerro Community Park	\$396,000.00	\$0.00	New state appropriation for Vado/Del Cerro Park	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000651 25-J2937 Real-Time Crime Center		RC-032 Grant Revenues	Project: P-0000418 Real-time Crime Center	\$0.00	\$297,000.00	New state appropriation for Real Time Crime Center	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000651 25-J2937 Real-Time Crime Center	SC-032 Capital Outlay - Construction		Project: P-0000418 Real-time Crime Center	\$297,000.00	\$0.00	New state appropriation for Real Time Crime Center	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000643 25-J2934 Fairgrounds Improvements		RC-032 Grant Revenues	Project: P-0000031 Fairgrounds Improvements	\$0.00	\$297,000.00	New state appropriation for Fairgrounds	

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000640

12:14 PM
09/05/2025
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Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000643 25-J2934 Fairgrounds Improvements	SC-032 Capital Outlay - Construction		Project: P-0000031 Fairgrounds Improvements	\$297,000.00	\$0.00	New state appropriation for Fairgrounds	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000648 25-J4113 La Mesa CC Improvements		RC-032 Grant Revenues	Project: P-0000072 La Mesa Community Center	\$0.00	\$100,000.00	New state appropriation for La Mesa Community Center	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000648 25-J4113 La Mesa CC Improvements	SC-032 Capital Outlay - Construction		Project: P-0000072 La Mesa Community Center	\$100,000.00	\$0.00	New state appropriation for La Mesa Community Center	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000647 25-J2950 Guadalupe Tortugas Park Improvements		RC-032 Grant Revenues	Project: P-0000395 Tortugas Park Restroom Installation	\$0.00	\$200,000.00	New state appropriation for Tortugas Park	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000647 25-J2950 Guadalupe Tortugas Park Improvements	SC-032 Capital Outlay - Construction		Project: P-0000395 Tortugas Park Restroom Installation	\$200,000.00	\$0.00	New state appropriation for Tortugas Park	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000646 25-J2947 DeLaO Visitor Center Improvements		RC-032 Grant Revenues	Project: P-0000073 DeLaO Visitor Center-Improvements	\$0.00	\$792,000.00	New state appropriation for De La O Visitors Center	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000646 25-J2947 DeLaO Visitor Center Improvements	SC-032 Capital Outlay - Construction		Project: P-0000073 DeLaO Visitor Center-Improvements	\$792,000.00	\$0.00	New state appropriation for De La O Visitors Center	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000649 25-J2946 Chaparral Fire Station 9	SC-032 Capital Outlay - Construction		Project: P-0000297 Chaparral Fire Station Phase 2	\$396,000.00	\$0.00	New state appropriation for Chaparral Fire Station	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000645 25-J2939 Vado Del/Cerro CC Improvements		RC-032 Grant Revenues	Project: P-0000079 Vado Del Cerro Improv	\$0.00	\$297,000.00	New state appropriation for Vado/Del Cerro Community Center	
FY2026 Annual (FY26 DAC Amended Budget Detail)	4060:Grant Revenue	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000649 25-J2946 Chaparral Fire Station 9		RC-032 Grant Revenues	Project: P-0000297 Chaparral Fire Station Phase 2	\$0.00	\$396,000.00	New state appropriation for Chaparral Fire Station	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-025 State Appropriations	CC-018 Facilities & Parks-Department	GR000645 25-J2939 Vado Del/Cerro CC Improvements	SC-032 Capital Outlay - Construction		Project: P-0000079 Vado Del Cerro Improv	\$297,000.00	\$0.00	New state appropriation for Vado/Del Cerro Community Center	

Process History

View Budget Amendment: Budget
Amendment: FY2026 - Annual Budget Detail
on 09/09/2025 : BUDAMD00000640

12:14 PM
09/05/2025
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Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/20/2025 02:31:20 PM	08/21/2025	Susie Johnson	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/20/2025 03:05:12 PM		Robert Herrera (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Sent Back	08/22/2025 11:54:32 AM	08/21/2025	Daniel Silva (Budget Manager)	1	Send Back Reason from Daniel Silva: per request
Budget Amendment Event	Budget Amendment Event	Submitted	08/22/2025 01:37:14 PM	08/21/2025	Susie Johnson	1	Susie Johnson: Grant tags have been added
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/22/2025 04:48:02 PM		Robert Herrera (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/05/2025 12:10:38 PM	08/21/2025	Erik Alvidrez (Budget Manager)	1	

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department

Initiating Department

Andrew Bowen, Interim Fire Chief

Contact Person

September 9, 2025

Meeting Date

6

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**BUDGET REVISION AND RESOLUTION FOR AGENCY EVALUATION CONTRACT SERVICES
IN THE AMOUNT OF \$130,000 AND THE PURCHASE OF TWO (2) AMBULANCES IN THE
AMOUNT OF \$591,400 FOR FY26 FROM COUNTY RESERVES**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Doña Ana Fire Rescue is requesting approval for the purchase of two ambulances and for contract services for agency evaluation that was approved by BOCC in FY25. The ambulances were encumbered in FY25 from Southwest Ambulance and are currently on order in the amount of \$591,400.00. The Agency Evaluation Contract Services in the amount of \$130,000 is requested to fund the combined Agency Evaluation, Community Risk Assessment (CRA), Standards of Cover (SOC), and Community-Centered Strategic Plan for Doña Ana County Fire Rescue. The cost for these items will be using general fund cash reserves. Fire Rescue and the Finance Department request approval from the Board for the Budget Revision and Resolution for FY26, and authorization for the County Manager to have signature authority over all related documents.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary
Budget Revision
Budget Resolution

SUMMARY OF FINANCIAL IMPACT

The budget revision and resolution will allocate \$721,400 from County Reserves

ADMINISTRATIVE REVIEW AND APPROVAL

Alma Pacheco, Administrative Assistant	Created/Initiated - 8/26/2025
Andrew Bowen, Interim Fire Chief	Approved - 8/28/2025
Asma Dawood, Finance Director	Approved - 8/28/2025
Lucio Luttrell, Budget and Research Officer	Approved - 8/28/2025
Stephen Lopez, Assistant County Manager	Final Approval - 9/2/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:



Dona Ana County

Executive Summary

Meeting Date: September 9, 2025

Agenda Item Title: Budget Revision and Resolution for agency evaluation contract services in the amount of \$130,000 and the purchase of two (2) ambulances in the amount of \$591,400 for FY26

Overview: from County Reserves

The contract services were originally approved at the BOCC, March 13, 2025 for FY25. The Fire Rescue Department requests the approval of the associated required Budget Revision and Budget Resolution for FY2026 to support Agency Evaluation Contract Services in the amount of \$130,000 from County Reserves. This project will fund the Agency Evaluation, Community Risk Assessment (CRA), Standards of Cover (SOC) analysis, and development of a Community-Centered Strategic Plan for Dona Ana County Fire Rescue.

The project shall be conducted by Emergency Services Consulting International (ESCI) through GSA Contract #47QRAA24D002W. The Agency Evaluation shall include a comprehensive review of core business practices and functions, a full workload assessment, progress summaries, a preliminary draft report, and a final report summarizing findings and recommendations. Deliverables will identify departmental strengths and weaknesses, prioritize work needed to align with current industry best practices, and support future decision-making based on a clear understanding of workload, community risk, service demand, and response capabilities.

The purchase of the ambulances were originally approved at the BOCC, March 25, 2025 meeting in the amount of \$591,400.00 with Southwest Ambulance utilizing the HGAC contract AM10-20. The ambulances are currently on order.

Fire Rescue and Finance are asking the Board to approve the Budget Revision and Resolution for FY26.

Additionally, approval is requested to authorize the County Manager or Designee to have signature authority for the execution of all related contracts, agreements, amendments, revisions, renewals, change orders, and any other documents associated with the project.

**STATE OF NEW MEXICO
COUNTY OF DOÑA ANA**

RESOLUTION NO. 2025 _____

WHEREAS, the governing body in and for the County of Doña Ana, State of New Mexico, has developed a budget revision attached hereto for the fiscal year 2025 - 2026; and

WHEREAS, said budget revision was developed on the basis of need of the County; and

WHEREAS, it is the majority opinion of this Board that the proposed budget revision meets the requirements as currently determined for the fiscal year 2025 – 2026.

NOW THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Doña Ana County, State of New Mexico, hereby adopts this budget revision attached hereto and respectfully requests approval from the Local Government Division of the Department of Finance and Administration.

Resolved in the Board session this 9th day of September, 2025.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Christopher Schaljo-Hernandez, District 1, Chair	For/Against
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Susana Chaparro, District 4, Vice Chair	For/Against
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Gloria Gameros, District 2	For/Against
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Shannon Reynolds, District 3	For/Against
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Manuel A. Sanchez, District 5	For/Against
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ATTEST:

Amanda López Askin, Ph.D.
County Clerk

Budget Amendment: FY2026 - Annual Budget
Detail on 09/09/2025 : BUDAMD00000647

12:20 PM
09/05/2025
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Details and Process

For Budget Amendment: FY2026 - Annual Budget Detail on 09/09/2025 : BUDAMD00000647
Overall Process Budget Amendment: FY2026 - Annual Budget Detail on 09/09/2025 : BUDAMD00000647
Overall Status In Progress
Due Date 08/23/2025

Details

Budget Amendment Budget Amendment: FY2026 - Annual Budget Detail on 09/09/2025 : BUDAMD00000647
Company Doña Ana County
Plan Template Annual Budget Detail : FY26 DAC Amended Budget Detail
Plan FY26 DAC Amended Budget Detail
Amendment ID BUDAMD00000647
Amendment Date 09/09/2025
Description approved FY25 for FY26
Amendment Type Budget Revision/Resolution
Balanced Amendment No
Status In Progress

Budget Amendment Entries

Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6021:Contractual Services Expense	F-003 Fire Chief - General Fund	CC-033 Fire Service-Fire Marshal (GRT)		SC-067 Contractual Services			\$130,000.00	\$0.00	agency evaluation community risk assessment, standards of cover, and community centered strategic plan for Dona Ana Fire Rescue	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-003 Fire Chief - General Fund	CC-001 Dona Ana County		SC-279 Transfer Into Fund			\$0.00	\$345,000.00	Record cash transfer to cover the negative fund adjusted ending cash balance.	

Budget Amendment: FY2026 - Annual Budget
Detail on 09/09/2025 : BUDAMD00000647

12:20 PM
09/05/2025
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Period	*Ledger Account/Summary	*Fund	*Cost Center	Grant	Spend Category	Revenue Category	Additional Worktags	Debit Amount	Credit Amount	Memo	Exceptions
FY2026 Annual (FY26 DAC Amended Budget Detail)	6950:Cash Transfers	F-001 General Fund	CC-001 Dona Ana County		SC-280 Transfer Out of Fund			\$345,000.00	\$0.00	Record cash transfer to cover the negative fund adjusted ending cash balance.	
FY2026 Annual (FY26 DAC Amended Budget Detail)	6760:Capital Outlay	F-003 Fire Chief - General Fund	CC-017 Fire Marshal		SC-050 Capital Outlay - Vehicles			\$591,400.00	\$0.00	re-open FY25 PO for ambulances	

3631_001.pdf

File Name 3631_001.pdf
Content Type application/pdf
Updated By Alma Pacheco
Upload Date 08/22/2025 11:23:40 AM
Comment

Process

Process History

Process	Step	Status	Completed On	Due Date	Person (Up to 5)	All Persons	Comment
Budget Amendment Event	Budget Amendment Event	Step Completed	08/22/2025 11:23:41 AM	08/23/2025	Alma Pacheco	1	
Budget Amendment Event	Approval by Cost Center Manager	Approved	08/22/2025 11:31:19 AM		Andrew Bowen [C] (Cost Center Manager)	1	
Budget Amendment Event	Review Budget Amendment	Saved for Later	09/05/2025 12:20:16 PM	08/23/2025	Erik Alvidrez (Budget Manager)	1	

Remaining Process

Click on the button below to review remaining process details.

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department

Initiating Department

Andrew Bowen, Interim Fire Chief

Contact Person

September 9, 2025

Meeting Date

7

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPLICATION TO APPLY FOR A NEW MEXICO GRANT COUNCIL GRANT THROUGH THE
STATE FIRE MARSHAL'S OFFICE TO PURCHASE FIRE APPARATUS AND FIRE EQUIPMENT**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Doña Ana Fire Rescue is requesting approval to submit an application to apply for a New Mexico Grant Council grant through the State Fire Marshal's Office to purchase two pumper truck apparatus and self-contained breathing apparatus (SCBA) for the North, South and NMSU Fire Districts.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary

SUMMARY OF FINANCIAL IMPACT

no financial impact

ADMINISTRATIVE REVIEW AND APPROVAL

Alma Pacheco, Administrative Assistant
Andrew Bowen, Interim Fire Chief
Asma Dawood, Finance Director
Stephen Lopez, Assistant County Manager

Created/Initiated - 8/26/2025
Approved - 8/28/2025
Approved - 8/28/2025
Final Approval - 9/2/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:



Doña Ana County BOCC Agenda Item Executive Summary

Meeting Date:	September 9, 2025
Agenda Item Title:	Approve the application to New Mexico Fire Marshal's Fire Protection grants for Fiscal Year 2026 and grant signature authority to County Manager.
Type of Action:	Approval of grant application
Fiscal Impact:	If approved, accept up to \$1,200,000 for fire apparatus vehicles, up to \$300,000 for SCBA equipment and up to \$25,000 for materials
Strategic Plan Alignment:	BNHS 5.2 and BNHS 5.5, % of career stations responding within their primary district and time of first fire unit arrival within 14 minutes.

Overview:

Dona Ana County Fire Rescue (DAFR) is asking the commission's approval to apply for Fiscal Year 2026 grants through the New Mexico State Fire Marshal's Fire Protection Grant Council. DAFR intends to apply for separate grant requests for each fire district, including to purchase a pumper-tender fire apparatus for both the North and South districts, purchase new Self-Contained Breathing Apparatus (SCBA) for New Mexico State University Fire Department, and to purchase fire prevention educational materials for the Fire Administration district.

To continue to meet the need for appropriate fire response in areas of Dona Ana County that have limited hydrants and water supply, pumper-tenders are necessary to provide a larger, mobile water supply to extinguish fires. DAFR does not currently have funding identified for these vehicles, and these potential grants of \$600,000 per district will allow DAFR the opportunity to add these critical vehicles to the fleet for use by both career and volunteer staff.

As a fire district of Dona Ana County, NMSU Fire Department has aging SCBA equipment that needs to be replaced with current, NFPA-compliant SCBA of similar capabilities. A grant award of up to \$300,000 will allow DAFR the opportunity to bring NMSU Fire Department into current equipment to support the safety of responding firefighters in that district.

There is no match requirement to apply for these grants. Any amount required over the grant awards to complete purchase would be requested from DAFR Fire Protection Funds.

DAFR also requests BOCC to grant signature authority to the County Manager for all documents related to the application, review and award of these grants.

What Will BOCC Action Mean:

- **Vote “YES”** = This will approve the resolution and _____
- **Vote “NO”** = This will reject the resolution and _____
- **Vote to “Amend”** = The BOCC will change the resolution (if the amendment is approved)
- **Vote to “Table”** = The Resolution will not proceed, and will either be scheduled for a future meeting (“tabled to a date certain”) or will not be heard until the BOCC takes future action to bring it back (“tabled indefinitely”)

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Manager's Office

Initiating Department

Scott Andrews, County Manager

Contact Person

September 9, 2025

Meeting Date

8

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

PROCLAMATION DECLARING THE WEEK OF SEPTEMBER 21-27, 2025 AS STARTUP WEEK

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

entrepreneurs are and have been a key source of economic innovation. They have had a positive impact on our society by bringing ideas to life, driving economic growth and expanding our wellbeing

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Proclamation

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager

Created/Initiated - 8/26/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:

Proclamation

Doña Ana County State of New Mexico

WHEREAS entrepreneurs are and have been a key source of economic innovation. They have had a positive impact on our society by bringing ideas to life, driving economic growth and expanding our wellbeing; and

WHEREAS, in partnership with the City of El Paso, and along with our Community partners, we will celebrate Startup Week from Sept. 21 through Sept. 27; and

WHEREAS, our inaugural Startup Expo will take place on Friday Sept. 26, at the Government Center hosting the City of Las Cruces Economic Development Department, the Community Foundation of Southern NM, Doña Ana Community College, the Greater Las Cruces Chamber of Commerce, the Green Chamber of Commerce, Mesilla Valley Economic Development Alliance, MVEDA, New Mexico State University, NMSU and other entrepreneurship and small business supporters; and

WHEREAS, we will connect participants with the region's resources, services and entrepreneurial support in higher education institutions; potential collaborators, mentors and lenders, introducing them to new and exciting possibilities; and

WHEREAS, we urge all current and potential entrepreneurs, innovators and small business owners to take advantage of this opportunity and nurture their entrepreneurial spirit. Join us and explore new ideas, seize opportunities to foster and accelerate innovation and economic growth in our region.

Now therefore, County Manager Scott Andrews hereby proclaims the week of September 21 to 27, 2025 as

Startup Week

PROUDLY PROCLAIMED this 9th day of September 2025

County Manager for Doña Ana County, New Mexico

____ yea ____ nay

Scott Andrews

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Media & Public Communications

Initiating Department

Scott Andrews, County Manager

Contact Person

September 9, 2025

Meeting Date

9

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**PROCLAMATION RECOGNIZING THE 30TH ANNIVERSARY OF THE PASO DEL NORTE
HEALTH FOUNDATION**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

proclamation

SUMMARY OF FINANCIAL IMPACT

NONE

ADMINISTRATIVE REVIEW AND APPROVAL

Amanda Gomez, Department Manager

Created/Initiated - 8/29/2025

Amanda Gomez, Department Manager

Final Approval - 8/29/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:

Proclamation

Doña Ana County State of New Mexico

WHEREAS, the Paso del Norte Health Foundation was established in 1995 with \$130 million from the sale of Providence Memorial Hospital, creating a lasting commitment to improve health in the binational, tri-state region; and

WHEREAS, for three decades, the Health Foundation has been a catalyst for positive change, empowering residents of Doña Ana, Luna, and Otero counties in southern New Mexico, El Paso and Hudspeth Counties in Texas, and Ciudad Juárez, Chihuahua, to lead healthier lives through knowledge, resources, and advocacy; and

WHEREAS, the Health Foundation has invested over \$266 million in grants and programs with more than 300 nonprofit, academic, and governmental partners to advance health and prevent disease; and

WHEREAS, in Doña Ana County and southern New Mexico, the Health Foundation has supported transformative initiatives, including:

Promoting Physical Activity, Expanding Health Education, Encouraging Healthy Eating, Improving Mental Health, Providing Out-of-School Time, Promoting Smoke-Free and Vape-Free Living, Advancing Diabetes Management, Growing the Health Workforce, Strengthening Community Resilience.

WHEREAS, these achievements reflect the vision of the Health Foundation's Board, the dedication of its staff, and the collaboration of its partners;

NOW, THEREFORE, BE IT RESOLVED, that Doña Ana County, New Mexico, proudly honors the 30th Anniversary of the Paso del Norte Health Foundation for its extraordinary service to the health and well-being of our residents and region.

30th Anniversary of the Paso del Norte Health Foundation

PROUDLY PROCLAIMED this 9th day of September 2025

_____, ye _____ day

Scott Andrews County Manager for Doña Ana County, New Mexico

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Information Technology Department

Initiating Department

Geof Abruzzi, IT Applications Programming Manager

Contact Person

September 9, 2025

Meeting Date

10

Agenda Item Number

<u>TITLE OF AGENDA ITEM TO BE CONSIDERED</u> WORKDAY PROJECT REVIEW AND CURRENT UPDATES.

<u>SUMMARY OF ITEM TO BE CONSIDERED</u> <u>INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED</u>

A year in review of the Workday ERP project and planned goals for the current year.

<u>DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED</u>
--

Powerpoint Presentation

<u>SUMMARY OF FINANCIAL IMPACT</u>

none

<u>ADMINISTRATIVE REVIEW AND APPROVAL</u>
--

Yvette Rodriguez, IT Administrative Assistant

Created/Initiated - 8/28/2025

Kent English, IT Director

Approved - 8/28/2025

Deborah Weir, Assistant County Manager
--

Final Approval - 8/28/2025

<u>DOCUMENT CONTROL</u>

For Signature: No

For Recording: No

Deadline for Return:



Doña Ana County

Workday Year in Review

Geof Abruzzi – IT Assistant Director



Workday Implementation Team

2025

1

About Us

The team consisted of 25 County staff that were engaged as *Workstream Leads*, in addition to their regular duties.

2

The History

The project began in September 2020 with the formation of a committee.

3

The Plan

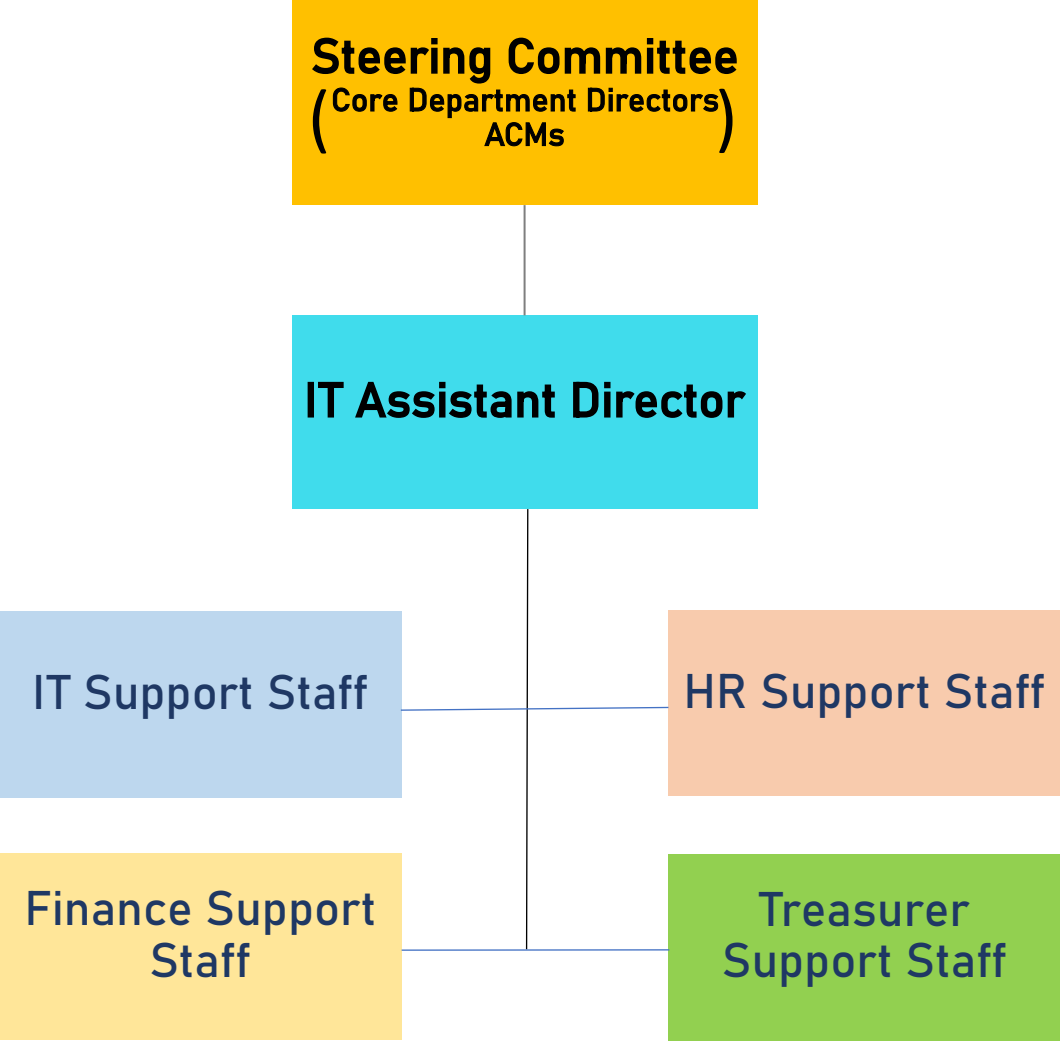
Utilized the “Big Bang” approach to simultaneously implement Workday HRIS and Finance modules.



Doña Ana County

Workday Support Organization

May 2025



Primary Responsibilities

Application Support

- Provide assistance and support to end-users
- Troubleshoot and resolve issues
- Escalate issues to AVAAP Support
- Review and customization of security roles
- Revise configuration mistakes

Changes and New Implementations

- Identify functional areas where the system isn't working as expected
- Configure, test, and deploy significant changes to configuration
- Implementation of new, descoped, or overlooked features



The History

How it all started:

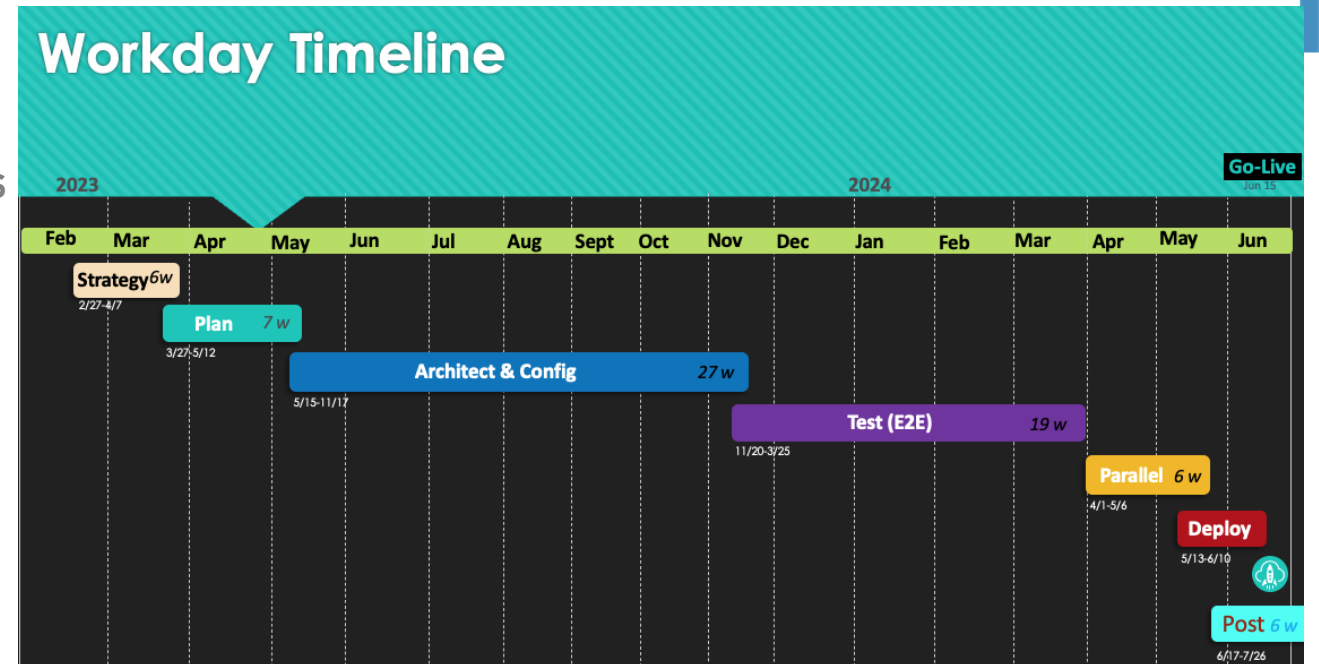
- The project began in September 2020 when the County management formed a committee with staff from:
 - Finance (4)
 - HR (4)
 - IT (2)
 - Treasurer's Office (2)
- Berry Dunn was hired in September 2021 to perform an analysis of our needs and to write and manage an RFP
- The RFP went out in April 2022, and the County received 3 proposals, with a final selection made in December 2022
- In January 2023, the board approved the project, and implementation began in February 2023



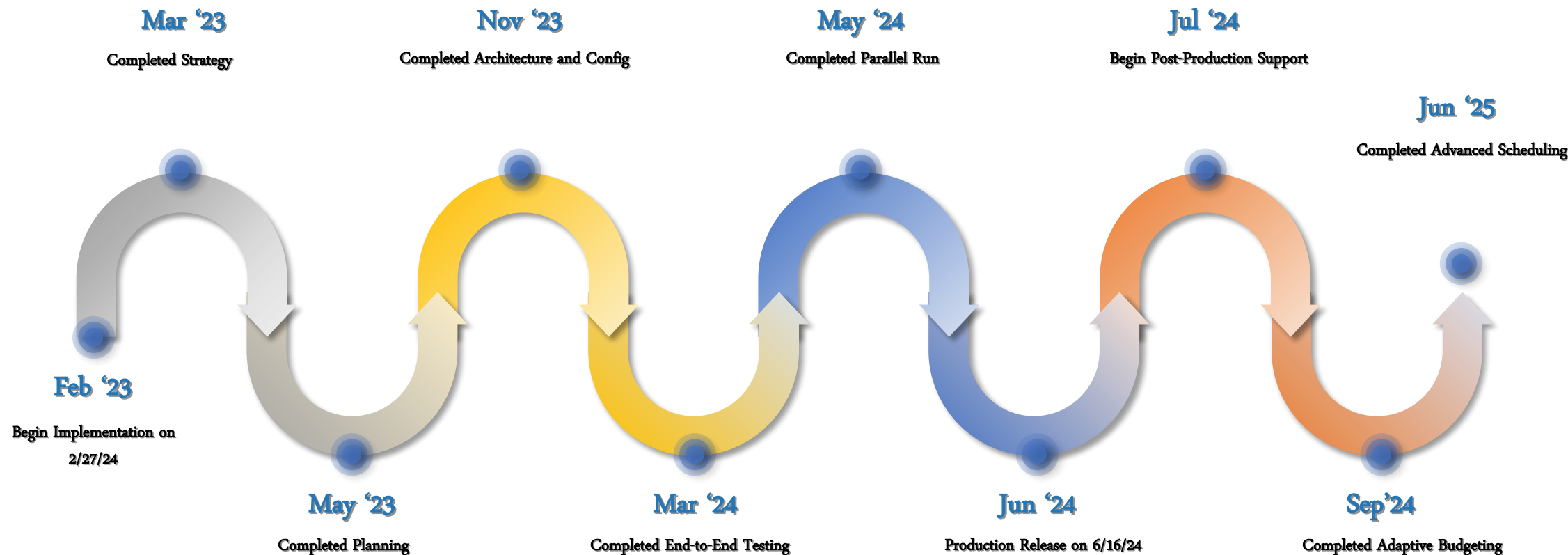
The Plan

The Big Bang:

- 16-month implementation plan: 2/27/2023 – 6/17/2024.
- Phased Implementation
 - Phase 1: Strategy – 6 weeks
 - Phase 2: Planning – 7 weeks
 - Phase 3: Architect and Configure – 27 weeks
 - Phase 4: End to End Testing – 19 weeks
 - Phase 5: Parallel Testing – 6 weeks
 - Phase 6: Deploy – 4 weeks
 - Phase 7: Post Go-Live Support – 6 weeks
 - Phase 8: Adaptive Planning Go-live



Milestone Roadmap



Project Goals and County Alignment

Strategic Initiatives



Provide Doña Ana County employees with a strong administrative backbone to support quality work



Transparency for you



Increase digital literacy through a certification process for Department directors and administrators to navigate their online work environment successfully

Project Goals

Improving the efficiency and accuracy of our business transactions, ensuring that they are completed timely and needed checks & balances are in place

Consolidation of data and processes in Workday to reduce duplicate efforts and lag time between process steps

A functional chart of accounts that Departments can use autonomously on a daily basis for managing and decision making

Ease of access and availability to trusted information in Workday

Freeing up resources to work on higher importance activities

Information access to make more informed decisions



Doña Ana County

Major Accomplishments

FY25



1

Workday Launch

2

Advanced Scheduling for Detention

3

Recruiting Process



Doña Ana County

Workday Launch

Summary of the Project:

- The implementation was completed on June 16, 2024
- The primary work was performed by staff from IT, HR Finance, and the Treasurer's Office
 - 25 Workstreams, each with at least one Workstream Lead
 - 3 Technical Resource Roles
 - 3 Administrative Resource Roles
- Significant assists came from HHS, Facilities and Parks, and DASO
- The project launched on time however we did encounter problems in some areas
 - We dynamically fixed issues and resolved data errors while operating within the system for the last 14 months



Workday Launch

Benefits:

- Replaced the following systems:
 - Banner
 - Workforce Dimensions
 - iCIMS Recruiting
 - Asset Panda
 - Multiple internally developed systems
- Provided online paystubs and electronic W2s
- Simplified benefits open enrollment
- Simplified ACA Reporting
- Moved business processes online to ensure tracking and consistency



Advanced Scheduling for Detention

Implementing Advanced Scheduling involved the following tasks:

- Reviewing Advanced Scheduling functionality with implementation partner.
- Developing an implementation plan to define how we will use the system
- Implementation partner implements requested design
- Extensive testing and feedback
- Train End users how to use the system

Implementing Advanced Scheduling accomplished the following objectives:

- Automating the process of scheduled overtime
- Eliminate paper processes
- DC staff can now see accurate schedules in Workday
- Phase 2 (starting soon) will add automation of bi-annual shift bidding process



Recruiting Process

Re-Implementing Recruiting involved the following tasks:

- Evaluation of the current setup
- Identify issues with business processes
- Identify where public safety department processes diverge from non-public safety
- Work with contractor to define and build changes
- Extensive testing to ensure it works as expected

Re-Implementing Recruiting accomplished the following objectives:

- Single process end to end for recruiting
- Centralize data and processes provides better process oversight
- Creating an employee from an applicant reduces data entry and speeds the hiring process
- Fully using recruiting opens the door to additional integrations and automations



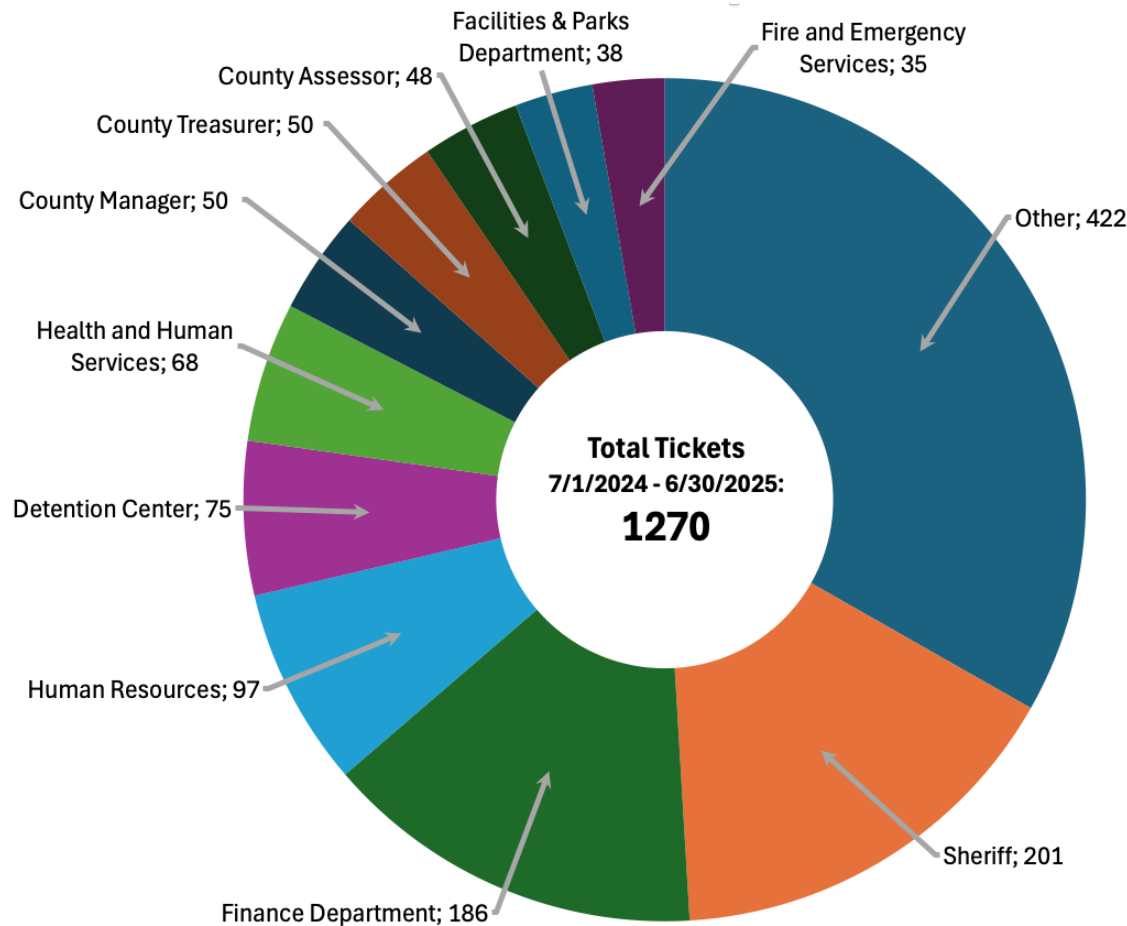
Team Performance

FY25



Workday Ticket Metrics

Closed tickets from July 1, 2024, through June 30, 2025



SWOT Analysis

- We have developed new skills
- We have been able to build integrations with other applications

STRENGTHS

S

- Staffing level for core departments
- Workday specific knowledge
- Still very dependent on third party support
- Finance staffing changes

WEAKNESSES

W

- Workday capabilities provide opportunities to improve our existing processes
- Many third-party applications already support Workday

OPPORTUNITIES

O

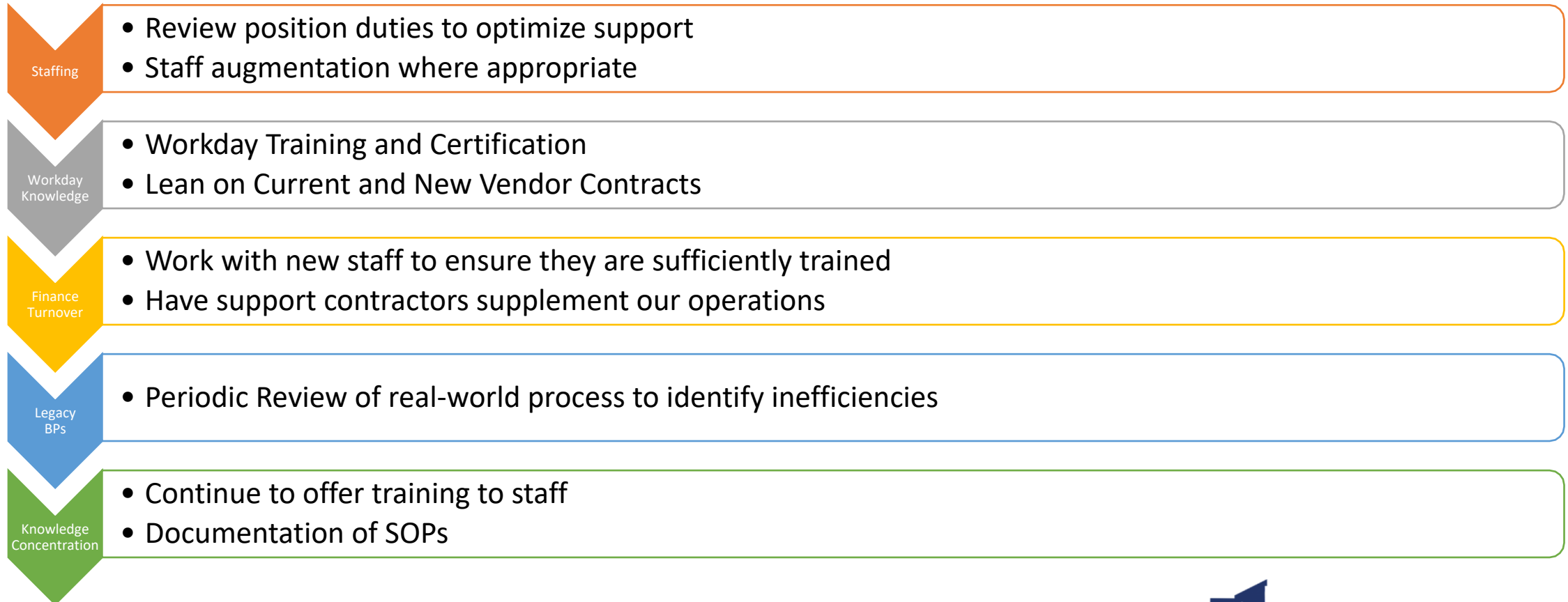
- Legacy business processes
- We still have too much knowledge and abilities concentrated in too few people

THREATS

T

Improvement Plan

For Threats and Weaknesses



Future Goals

FY26



1

Stabilize Workday Operations

Work with stakeholder departments to smooth core operations and revise existing processes to better align with desired operations

2

New Implementations

We are expecting to complete multiple integrations for Accounts Receivable and further implementation of Advanced Scheduling

3

Training

Building new and revised training for department end user functions



Doña Ana County

Stabilize Workday Operations

Key Initiatives:

- Asset Process update
- Finance Accounting Operations
- Integration Maintenance
- Security Review



New Implementations

Key Initiatives:

- Implement Advanced Scheduling to support the Detention Center
- Integrate Accounts Receivable from external Applications
 - Caselle Utility Billing
 - Clariti Permitting and Fees for Community Development
 - CountyFusion Recording Fees for County Clerk
- Project Configuration and Integration with Procore
- Supporting other County initiatives such as Vantage Circle through integrations



Training

Key Initiatives:

- Review and update existing Workday documentation
- Work with new implementations to create documentation and training for new Workday functionality





**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Health and Human Services Department

Initiating Department

Jamie Michael, HHS Director

Contact Person

September 9, 2025

Meeting Date

11

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

OVERVIEW OF COLONIAS WINDSHIELD SURVEY DATA COLLECTION PROJECT.

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The Wellness Institute will provide an overview of the colonias Windshield Survey data collection project, which aims to collect critical data to inform and improve health outcomes across 38 colonia communities. The findings will support the development of targeted interventions and allocate resources to promote health equity. The data collected will inform the county's strategic planning efforts and align with the Vital Conditions framework for community well-being.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive summary

Windshield survey presentation

SUMMARY OF FINANCIAL IMPACT

There is no financial impact.

ADMINISTRATIVE REVIEW AND APPROVAL

Raechel Barrera, Administrative Assistant

Norberto Godina, Program Ops, Division Manager

Jamie Michael, HHS Director

Deborah Weir, Assistant County Manager

Created/Initiated - 8/26/2025

Approved - 8/26/2025

Approved - 8/27/2025

Final Approval - 8/27/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:



Doña Ana County BOCC Agenda Item Executive Summary

Meeting Date: September 9, 2025

Agenda Item Title: Overview of Colonias Windshield Survey data collection project.

Type of Action: Presentation

Overview:

The Wellness Institute (serving as the local health council), in collaboration with the Health and Human Services Department (HHS), New Mexico State University (NMSU), and the Burrell College of Osteopathic Medicine (BCOM), has designed and is currently conducting a comprehensive windshield survey. This initiative aims to collect critical data to inform and improve health outcomes across 38 colonia communities.

The findings from this survey will support the Wellness Institute, Doña Ana County, and other partner organizations in developing targeted interventions and allocating resources to promote health equity. The project is led by Silvia Salinas Lopez, MPH, PhD, a postdoctoral fellow jointly funded by the Wellness Institute and NMSU. Members of the Wellness Institute serve as the advisory council, while medical students from BCOM are actively engaged in conducting the surveys.

Key contributors to this initiative include Dr. John Andazola, Chair of the Wellness Institute, Dr. Salinas Lopez, and BCOM medical students, who will be presenting findings and insights throughout the process.

The data collected will also inform the county's strategic planning efforts and align with the Vital Conditions framework for community well-being. The final report is expected to be completed and released in early spring.

What Will BOCC Action Mean:

- **Vote “YES”** = This will approve the resolution and _____
- **Vote “NO”** = This will reject the resolution and _____
- **Vote to “Amend”** = The BOCC will change the resolution (if the amendment is approved)
- **Vote to “Table”** = The Resolution will not proceed, and will either be scheduled for a future meeting (“tabled to a date certain”) or will not be heard until the BOCC takes future action to bring it back (“tabled indefinitely”)

Identifying Social Drivers of Health in *colonias* from Doña Ana County: A Windshield Survey Approach

Interagency Council
August 13, 2025

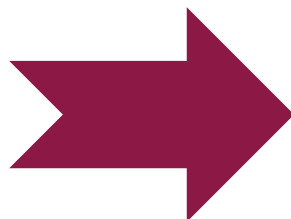


Silvia Salinas Lopez, MPH, PhD
Postdoctoral Fellow
DA Wellness Institute & NMSU Public Health Sciences



What is Health Equity?

Health
Equity



Everyone can attain their full
potential for health and well-
being.

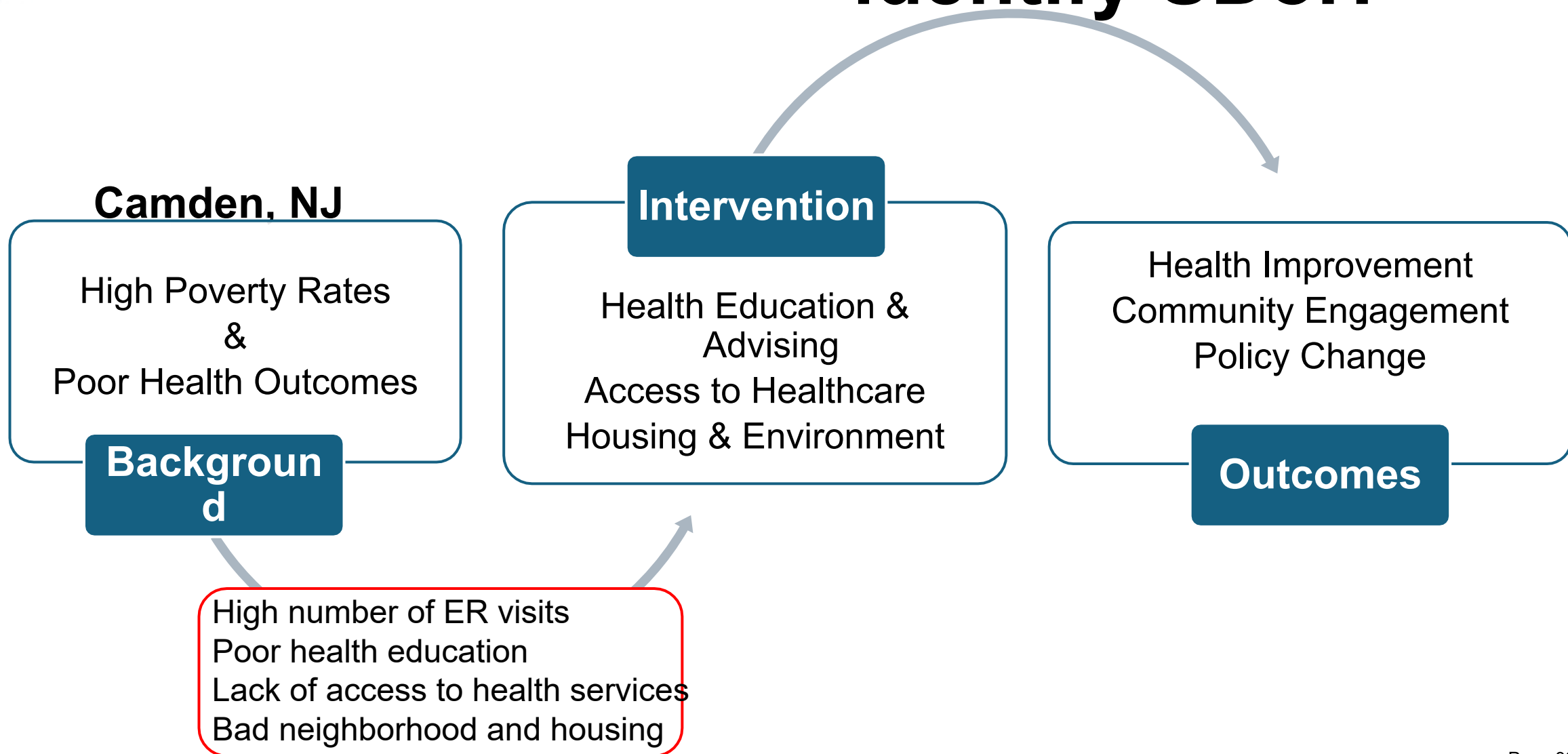
“Absence of unfair and avoidable or remediable differences in health among population groups defined socially, economically, demographically or geographically.”

Social Determinants of Health (SDoH)

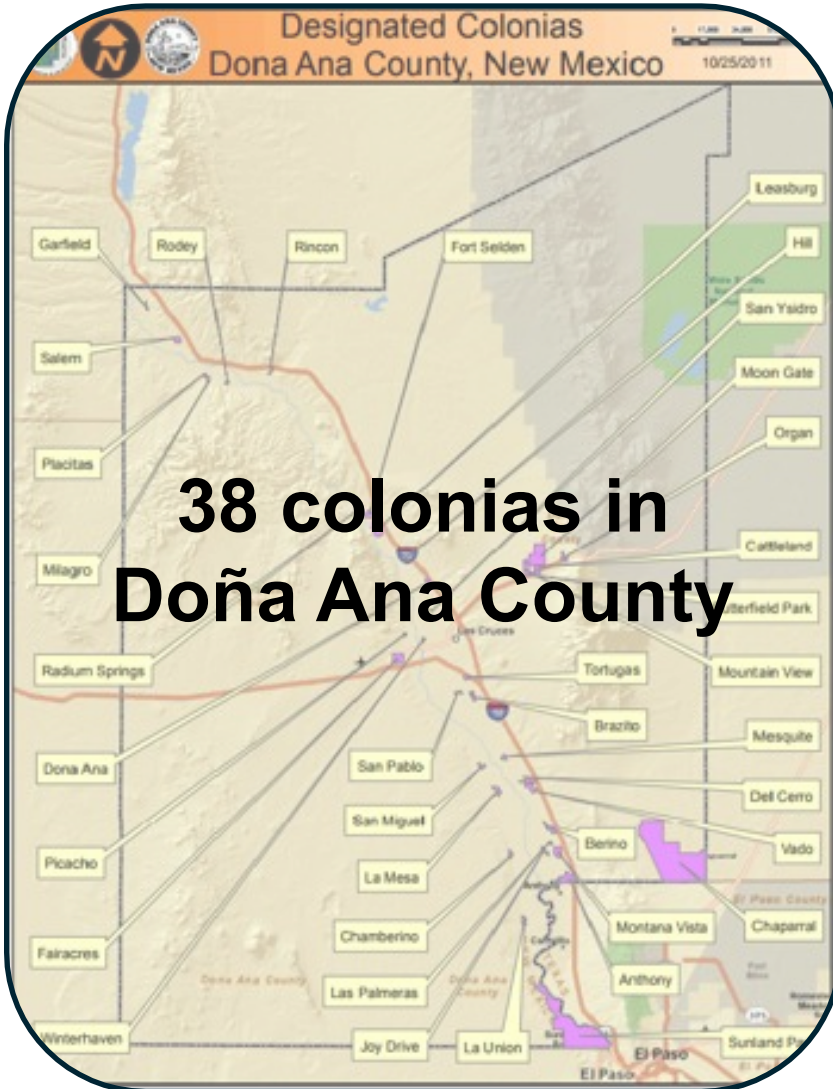
“...conditions in the places where people live, learn, work, and play that affect a wide range of health risks and outcomes.”



Why is it important to identify SDoH



What is the objective of Research Project?



**38 colonias in
Doña Ana County**

Objective:

Assess the “*colonia*” characteristics and potentially identify Social Determinants of Health to better understand the factors influencing health outcomes

How can we assess the characteristics of the colonias?

Windshield Survey:

Observational research method where a researcher drives through a community to collect data on its physical and social environment.



Selected examples:

- Works, H. I. (2023). Jordan Town Windshield Survey: Examining Factors Affecting Community Health.
- Feild, C., Edstrom, P., Graham, J., & Udouj, J. (2007). 240 WINDSHIELD SURVEY TO TEACH JUNIOR MEDICAL STUDENTS COMMUNITY HEALTH ASSESSMENT. *Journal of Investigative Medicine*, 55(1), S286.
- Callan, L. B. (1971). Adapting the windshield survey model to community health education. *HSMHA Health Reports*, 86(3), 202.
- Todd, R. H. (2007). Place-based learning in teacher education: a windshield survey. *Social Studies Research and Practice*, 2(3), 390-402.

What can we assess with a Windshield Survey?

Housing:

- conditions of homes
- presence of vacant properties
- general upkeep

Infrastructure:

- quality of roads
- sidewalks
- availability of public transport



Safety Indicators:

- pedestrian accessibility
- presence of crosswalks
- street lighting

Community Resources:

- healthcare facilities
- grocery stores
- parks & schools



Developing the Data Collection Tool

Objective: Create an instrument to foster systematic data collection

Literature Review



Survey Sections:

1. Land Use & Environmental Hazards
2. Transportation
3. Community Safety
4. Education Access
5. Housing Infrastructure
6. Available Services
7. Commercial Facilities
8. General Characteristics

Type of Questions:

- Multiple choice and open

Total Questions:

- 50 – 114 items

Yousefian, A., Hennessy, E., Umstattd, M. R., Economos, C. D., Hallam, J. S., Hyatt, R. R., & Hartley, D. (2010). Development of the rural active living assessment tools: measuring rural environments. *Preventive medicine*, 50, S86-S92. <https://activelivingresearch.org/rural-active-living-assessment-rala-tools>

Center for Community Health Development. (2024). Chapter 3, Section 21: Windshield and Walking Surveys. Community Toolbox. <https://ctb.ku.edu/en/table-of-contents/assessment/assessing-community-needs-and-resources/windshield-walking-surveys/main>

DACWS Project: 38 Colonias in Doña Ana County

North Area:

- Garfield
- Salem
- Placitas
- El Milagro
- Hatch
- Rodey
- Rincon
- Radium Springs
- Fort Selden
- Leasburg
- Hill

Central

- Area:** Doña Ana
- Old Picacho
- Fairacres
- Brazito
- San Pablo
- San Ysidro
- Winterhaven
- Tortugas
- Organ
- Moon Gate
- Butterfield Park
- Mountain View
- Cattleland

South Area:

- San Miguel
- Mesquite
- La Mesa
- Del Cerro
- Vado
- Berino
- Las Palmeras
- Montana Vista
- Joy Drive Subd.
- Chamberino
- Anthony
- La Union
- Chaparral
- Sunland Park

Routes to Doña Ana, NM

Destination: Community Resource Center, 5745 Ledesma Dr, Las Cruces, NM 88005

[illegible]

Instructions: Please make sure to drive through all the streets in the colonia¹. Take your time to observe each area closely, noting any details that may help understand the community's environment and resources.

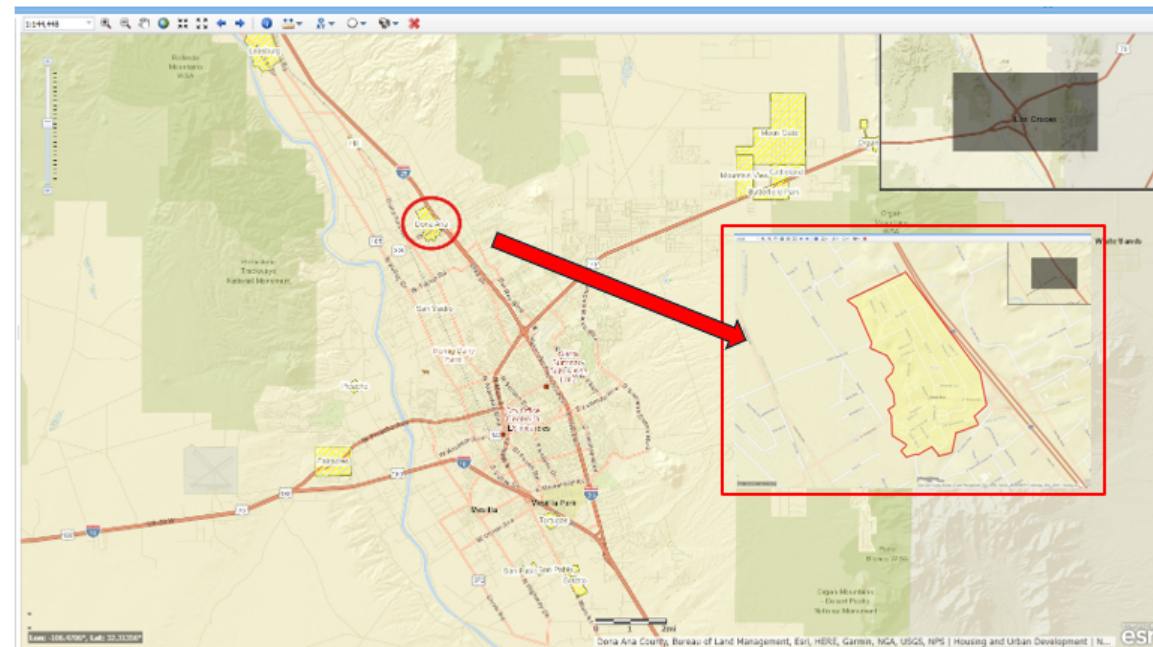


Figure1. A wide-area map showing the colonia in relation to other areas of Doña Ana County, NM.

Source: <https://gis.web.env.nm.gov/oem/?map=egis>

¹ Please use caution when driving through the colonies, as some roads may be unpaved and difficult to navigate. If there has been rain recently, it will be best to wait at least 1-2 days before attempting to enter these areas, as they are prone to flooding and could be challenging to pass through with your car.

Data on DAC Colonias

**Publicly
Available**



- ❖ Community Infrastructure
- ❖ Environmental Hazards
- ❖ Access to Transportation



- ❖ Proximity to Schools (K–12)
- ❖ School Transportation Services
- ❖ School Enrollment Boundaries

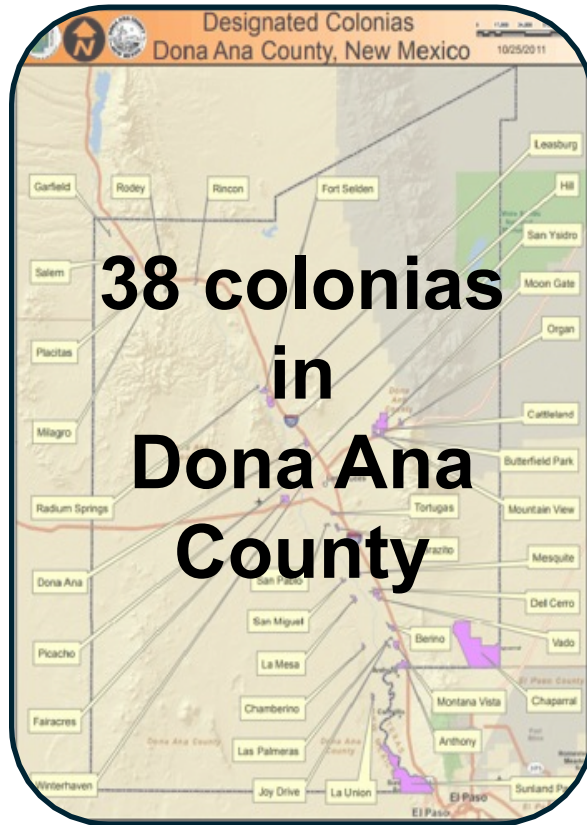


- ❖ Proximity to Emergency Rooms (ER)
- ❖ Nearest Clinics & Hospitals (Types of Services)
- ❖ Public Epidemiology Data (i.e., NCDs)



- ❖ Police Stations
- ❖ Fire Stations
- ❖ Water Providers

Educational Component in the Research Project



https://www.vivadonaana.org/content/files/DAC_Plan2040_Final_V2_Disclaimer%282%29.pdf

**Educational
Component**

A group of four health professionals (three women and one man) are gathered around a table, looking at a laptop screen and discussing documents. The image is framed within a purple oval.

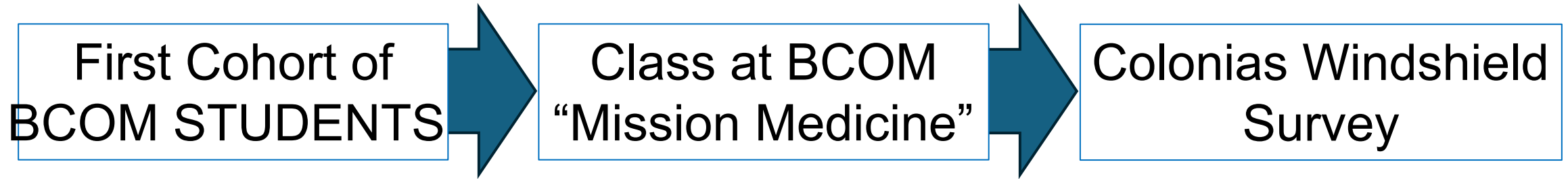
**Health Sciences
Students**



Strong connections between health professionals & their community enhances healthcare delivery & promotes healthier populations.



BCOM Student Learning Reflections:

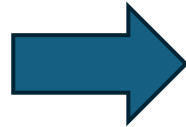


Some of the Students' Learning Highlights were:

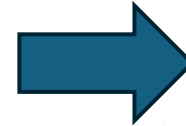
- Common disparities included a lack of healthcare access, transportation challenges, the absence of schools, grocery stores, gyms, and community resources.
- Many communities faced poor infrastructure such as unpaved roads, lack of sidewalks, and storm drains.
- Socioeconomic barriers and systemic inequities shaped residents' health outcomes and access to care.

Ongoing Research → Next Steps

Data
Collection



Data
Analysis



Summary
Report



The results will provide insights to help stakeholders and policymakers in the development of tailored interventions, programs, and policies to improve health outcomes of the DAC colonias

- ❖ Potential to serve as an established yearly monitoring system of the social determinants of health in Doña Ana County's *colonias*



Homes in Chaparral



Elementary school that does not have
sidewalks and is surrounded by loose dirt



Pilot Test in the Chaparral & Vado Colonia – By Aya Abdaljalil

Summer 2025 – NMSU Doctoral Students



Hatch Valley

Friday, June 6th

Tour with Loretta
Gonzalez



Summer 2025 – NMSU Doctoral Students



Sunland Park

Monday, June 9th

Tour with Sharon
Guaderrama



Acknowledgements:



DAWI Advisory Committee

Dr. Rebecca Palacios

Jamie Michael

Dr. Terra Winter

Community Health Workers

Gina Posada

NMSU-PH Graduate Students

BCOM - Medical Students

Claudia Mares

TEAMWORK
MAKES THE
DREAM
WORK

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Doña Ana County Clerk's Office

Initiating Department

Brandi Delgado, Administrative Assistant

Contact Person

September 9, 2025

Meeting Date

12

Agenda Item Number

<u>TITLE OF AGENDA ITEM TO BE CONSIDERED</u> REGULAR MEETING MINUTES FOR AUGUST 26, 2025 AND WORK SESSION SEPTEMBER 02, 2025

<u>SUMMARY OF ITEM TO BE CONSIDERED</u> <u>INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED</u>
Requesting the Board of County Commission to approve the minutes for August 26,2025
<u>DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED</u>
Draft Minutes
<u>SUMMARY OF FINANCIAL IMPACT</u>
NONE
<u>ADMINISTRATIVE REVIEW AND APPROVAL</u>
Gloria Maldonado, Administrative Assistant Created/Initiated - 9/5/2025
<u>DOCUMENT CONTROL</u>
For Signature: No For Recording: No Deadline for Return:



REGULAR MEETING MINUTES

Chair Christopher Schaljo-Hernandez called the **Regular Meeting** of the Doña Ana County Board of County Commissioners to order **at 9:00 a.m., on Tuesday August 26, 2025** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

Time: 9:02:05

Invocation/Moment of Silence

Time: 9:02:20

Moment of Silence

Pledge of Allegiance

Time: 9:02:45

Led by Chair Schaljo-Hernandez

Roll Call of Commission Members Present and Determination of Quorum

Time: 9:03:20

Led by Brandi Delgado, Administrative Assistant

District 2: Gloria Gameros, Commissioner- Present

District 3: Shannon Reynolds, Commissioner- Present

District 5: Manuel Sanchez, Commissioner- Present

District 4: Susana Chaparro, Vice-Chair- Present at 9:05:25

District 1: Christopher Schaljo-Hernandez, Chair- Present

COMMISSION CONVENES AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

CHANGES TO THE AGENDA: Scott Andrews, County Manager

Time: 9:03:50

In order to listen to Changes to the Agenda go to:

<https://youtu.be/EWn468aqK-M?t=796>

There were no changes to the agenda. County Manager Scott went on the record to announce the BOCC meeting scheduled on Tuesday September 23rd will be moved to Friday September 19th.

Motion to move the BOCC meeting from Tuesday September 23rd to Friday September 19th by Commissioner Gameros

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Yes

District 3: Shannon Reynolds, Commissioner- Yes

District 5: Manuel Sanchez, Commissioner- Yes

District 4: Susana Chaparro, Vice-Chair- Yes

District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to move meeting passed with a vote of 5-0

CONSENT AGENDA

Time: 9:06:10

In order to listen to Consent Agenda go to:

<https://youtu.be/EWn468aqK-M?t=937>

- | | | |
|----|--|---|
| 1. | Doña Ana County Treasurer's Financial Report for the month of April and May 2025 | Marisol Richardson,
County Treasurer |
| 2. | Use Sourcewell Contract with Wagner Equipment to Purchase (2) two Caterpillar Backhoe's in the amount of \$279,100 | Gabriel Silva,
Fleet Director |
| 3. | Approve an assignment of lease contract DAC 19-153 for Lot F-03B-S from Randy Wright and Aletha Wright to T Triple R, Inc. with the first year's lease rent in the amount of \$3,659.26 | William Provance,
Jetport Manager |
| 4. | Accept State of New Mexico Capital Outlay Grant Agreement Capital Appropriation Project for Public Safety Radio Equipment in the amount of \$50,000.00 along with associated Budget revision and resolution | Kent English,
IT Director |

RESOLUTION NO. 2025-92

- | | | |
|----|---|--------------------------------|
| 5. | Approve Amendment No. 3 to contract 25-064 with Mesilla Valley Community of Hope to add additional housing assistance services to the scope of work and increase the contract amount by \$423,560.00 for a new contract total of \$650,560.00 | Jamie Michael,
HHS Director |
| 6. | Approve a Resolution Authorizing Submittal of a Water Trust Board 2026 Funding Application | John Gwynne,
Flood Director |

RESOLUTION NO. 2025-93

- | | | |
|----|--|--|
| 7. | Award contract for On-Call Land Acquisition Services to Tierra Right of Way Services, Ltd in amount not to exceed \$250,000 per year excluding applicable gross receipts tax | Dan Sambrano,
Roads Superintendent |
| 8. | Award RFP #25-0034 for Economic Development Services to Wilson & Company, Inc., Engineers & Architects in an amount not to exceed \$436,838, excluding applicable gross receipts tax. Inlcuded Budget Revision and Resolution | Denisse Carter,
Economic Development
Administrator |

RESOLUTION NO. 2025-94

- | | | |
|-----|--|--|
| 9. | Approve the use of the Houston-Galveston Area Council (H-GAC) contract with Robert Half International Account Temps for Temporary Employee services in an amount up to \$300,000 excluding applicable gross receipts tax | Asma Dawood,
Finance Director
Michael Perez,
Purchasing Manager |
| 10. | Approval to increase procurement threshold of contract DAC #24-246 for on-call mechanical services awarded to Trane from \$150,000 to \$300,000 | Robert Herrera,
Facilities & Services,
Director
Justin Weaver,
Project Manager |
| 11. | Approval to increase procurement threshold of contract DAC #22-102 for on-call Material Testing services awarded to GEO-Test from \$100,000 to \$200,000 | Robert Herrera,
Facilities & Services,
Director
Justin Weaver,
Project Manager |
| 12. | Accept Grant Number: P25AP00877-00 from National Park Service in the amount of \$525,000.00 for the Delores Wright Park Splash Pad | Robert Herrera,
Facilities & Services,
Director
Justin Weaver,
Project Manager |

13.

Approve property purchase and associated resolution to purchase 2480 Lakeside Dr. in the amount of \$1,100,000.00 and authorize County Manager or designee signature authority for the execution of the purchase agreement, closing documents, deeds, contracts, amendments, budget revision, budget **resolution** and all related documents associated with the project and acquisition
- Robert Herrera,
Facilities & Services,
Director

RESOLUTION NO. 2025-95

14.

Approve unauthorized purchase to Level Up Retail Services in the amount of \$36,000.00 for La Mesa Fitness Court Installation
- Robert Herrera,
Facilities & Services,
Director
- Motion to approve consent agenda items 1-14 by Commissioner Gameros
- Second by Commissioner Reynolds
- District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes
- Motion to approve consent agenda passed with a vote of 5-0

EMPLOYEE RECOGNITION

Time: 9:08:15

In order to listen to Employee Recognition go to:
<https://youtu.be/EWn468aqK-M?t=1065>

Name	Department	<u>Years of Service</u>
Joy Chavez	OEM	10
Abel Guzman	Clerk's	15
Belsan Chavez	Engineering/Roads	25
Lieutenant Scott Bayles	Alguacil	20 (Retirement)

PROCLAMATIONS30

15.

Proclaim September as Childhood Cancer Awareness Month in Doña Ana County
- Scott Andrews,
County Manager
- Time: 9:14:15

In order to listen to Proclamation go to:
<https://youtu.be/EWn468aqK-M?t=1426>

PUBLIC INPUT

Time: 9:21:00

In order to listen to Public Input go to:
<https://youtu.be/EWn468aqK-M?t=1826>

COMMISSION INPUT

Time: 9:39:50

In order to listen to Commission Input go to:
<https://youtu.be/EWn468aqK-M?t=2956>

COUNTY ELECTED OFFICIALS' INPUT

Time: 9:51:35

In order to listen to County Elected Officials Input go to:
<https://youtu.be/EWn468aqK-M?t=3662>

STAFF INPUT

Time: 10:07:00

In order to listen to Staff Input go to:
<https://youtu.be/EWn468aqK-M?t=4589>

COMMISSION-APPOINTED BOARD REPORT BACKS

Time: 10:21:05

In order to listen to Commission Appointed Board Report Backs go to:
<https://youtu.be/EWn468aqK-M?t=5433>

Break taken at 10:21:20
Back from break 10:35:10

MINUTES

16. Regular Meeting Minutes for August 12, 2025

Brandi Delgado,
Administrative Assistant

Time: 10:35:10

In order to listen to Minutes go to:
<https://youtu.be/EWn468aqK-M?t=6277>

Motion to approve Regular Meeting Minutes for August 12, 2025 by
Chair Schaljo-Hernandez

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- Absent returned at 10:35:55
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve the minutes passed with a vote of 4-0

APPROVALS

17. A **Resolution** relating to the proposed industrial revenue bonds, entitled Doña Ana County, New Mexico Taxable Industrial Revenue Bonds (Project Jupiter); declaring the intent of Doña Ana County to issue such industrial revenue bonds in an aggregate principal amount up to \$165,000,000,000 in connection with the development of a hyperscale, artificial intelligence (AI) data center campus, located within the boundaries of Doña Ana County for the purpose of inducing Project Jupiter or its successors or assigns to construct and install the project; and directing the County Clerk to publish notice of intent to consider ordinances authorizing issuance and sale of the bonds in a newspaper of general circulation within the county

Denisse Carter,
Economic Development
Administrator

Time: 10:36:00

In order to listen to Resolution go to:
<https://youtu.be/EWn468aqK-M?t=6326>

Motion to go into closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights,

to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978) and discuss a limited matter regarding number 17 and 18 by Vice Chair Chaparro

Motion to go into closed session failed due to lack of a 2nd

Motion to approve a Resolution relating to the proposed industrial revenue bonds, entitled Doña Ana County, New Mexico Taxable Industrial Revenue Bonds (Project Jupiter); declaring the intent of Doña Ana County to issue such industrial revenue bonds in an aggregate principal amount up to \$165,000,000,000 in connection with the development of a hyperscale, artificial intelligence (AI) data center campus, located within the boundaries of Doña Ana County for the purpose of inducing Project Jupiter or its successors or assigns to construct and install the project; and directing the County Clerk to publish notice of intent to consider ordinances authorizing issuance and sale of the bonds in a newspaper of general circulation within the county by Commissioner Reynolds

Second by Chair Schaljo-Hernandez

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- No
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve resolution passed with a vote of 4-1

RESOLUTION NO. 2025-96

18. Authorization to publish Notice of Hearing, Title, and General Summary, to consider an ordinance approving Project Jupiter Economic Development Act (LEDA) Project Ordinance

Denisse Carter,
Economic Development
Administrator

Time: 12:09:50

In order to listen to Authorization to Publish go to:
<https://youtu.be/EWn468aqK-M?t=11957>

Motion to publish a Notice of Hearing, Title, and General Summary, to consider an ordinance approving Project Jupiter Economic Development Act (LEDA) Project Ordinance by Commissioner Gameros

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Yes
District 4: Susana Chaparro, Vice-Chair- No
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve publication passed 4-1

RESOLUTION NO. 2025-99

19. Approve amended **resolution** for G.O. Bond question to be placed on the November 2025 election ballot

Chris P. Muirhead
Stephen Lopez,
Assistant County
Manager
- Time: 12:10:40

In order to listen to Resolution go to:
<https://youtu.be/EWn468aqK-M?t=12001>

Motion to approve an amended **resolution** for G.O. Bond question to be placed on the November 2025 election ballot by Commissioner Gameros

Second by Commissioner Reynolds

Motion to amend the resolution in order to replace the 2 questions with the 3 questions that are presented to the Board today by Commissioner Reynolds

Second by Commissioner Gameros

Time: 12:37:40

Motion to go into closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978) by Vice Chair Chaparro

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- No
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- No

Motion to go into closed session passed with a vote of 3-2

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

Time: 1:00:40

Note: Let the record reflect that nothing was discussed in closed session other than the items identified in the motion to go into closed session

Motion to convene in open session by Chair Schaljo-Hernandez

Second by Vice Chair Chaparro

Note: Commissioner Sanchez did not return to the meeting after closed session

Motion to that question number 1 Shall Doña Ana County issue up to \$105,000,000 in bonds for acquisition, planning, design, construction and equipping of new, enhanced and upgraded recreational centers, parks/trails, community centers, acquisition, planning, design, construction and equipping of water/wastewater system. Question number 2, Shall Doña Ana County issue \$35,000,000 in bonds for acquiring, design, planning, construction and equipping of event venue upgrades at the County fairgrounds to include facility improvements, conversion of the old speedway to an amphitheater and road access improvements along the planned High Mesa Road by Vice Chair Chaparro

Second by Commissioner Gameros

Both Vice Chair Chaparro, Commissioner Gameros and Commissioner Reynolds withdrew all their previous motions.

Motion to amend the amended resolution for G.O. Bond question to be placed on the November 2025 election ballot as question 1, Shall Doña Ana County issue up to \$105,000,000 in bonds for the acquisition, planning, design, construction and equipping of new, enhanced and upgraded recreational centers, parks/trails, community centers and for acquisition, planning, design, construction and equipping of water/wastewater systems and question 2, Shall Doña Ana County issue up to \$35,000,000 in bonds for acquiring, design, planning, construction and equipping of event venue upgrades at the County fairgrounds to include facility improvements, conversion of the old speedway to an amphitheater and road access improvements along the planned High Mesa Road by Vice Chair Chaparro

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve the motion to amend previous motion passed with a vote of 4-0

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve resolution passed with a vote of 4-0

RESOLUTION NO. 2025-97

20. Award RFP #26-0001 for Rental, Delivery, Set-Up, Training, and Day to Day Operation for Portable Outdoor Ice Rink to Ice Days LLC in amount not to exceed \$290,000 excluding applicable gross receipts tax
- Jonathan Macias,
Assistant County
Manager

Time: 1:28:35

In order to listen to approval of award listen to:
<https://youtu.be/EWn468aqK-M?t=16674>

Motion to award an RFP #26-0001 for Rental, Delivery, Set-Up, Training, and Day to Day Operation for Portable Outdoor Ice Rink to Ice Days LLC in amount not to exceed \$290,000 excluding applicable gross receipts tax by Commissioner Gameros

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to award RFP passed with a vote of 4-0

21. Approve **Resolution** with recommendations for initial investment of Opioid Settlement Funds
- Jamie Michael,
HHS Director

Time: 2:03:40

In order to listen to the approval of a Resolution go to:

<https://youtu.be/EWn468aqK-M?t=18779>

Motion to approve a Resolution with recommendations for initial investment of Opioid Settlement Funds by Chair Schaljo-Hernandez

Second by Commissioner Gameros

Note: Commissioner Gameros stepped away at 2:31:10, returned at 2:39:00 via WebEx

District 2: Gloria Gameros, Commissioner- Yes

District 3: Shannon Reynolds, Commissioner- Yes

District 5: Manuel Sanchez, Commissioner- Absent

District 4: Susana Chaparro, Vice-Chair- Yes

District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve resolution passed with a vote of

RESOLUTION NO. 2025-98

22. Notification of an executed agreement between Doña Ana County and HROD Incorporated d/b/a MMO Partners related to RFP #25-0053 Federal Lobbyist Services in an amount of \$85,200 per year excluding applicable gross receipts tax. Scott Andrews, County Manager

Time: 2:42:00

In order to listen to the approval of a Resolution go to:

<https://youtu.be/EWn468aqK-M?t=21080>

Motion to approve a notification of an executed agreement between Doña Ana County and HROD Incorporated d/b/a MMO Partners related to RFP #25-0053 Federal Lobbyist Services in an amount of \$85,200 per year excluding applicable gross receipts tax by Commissioner Reynolds

Second by Vice Chair Chaparro

Motion to select by Capital Government Solutions LLC Commissioner Reynolds

Second by Commissioner Gameros

District 2: Gloria Gameros, Commissioner- Yes

District 3: Shannon Reynolds, Commissioner- Yes

District 5: Manuel Sanchez, Commissioner- Absent

District 4: Susana Chaparro, Vice-Chair- Yes

District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve passed with a vote of 4-0

District 2: Gloria Gameros, Commissioner- Yes

District 3: Shannon Reynolds, Commissioner- Yes

District 5: Manuel Sanchez, Commissioner- Absent

District 4: Susana Chaparro, Vice-Chair- Yes

District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve agreement passed with a vote of 4-0

HEARINGS and ORDINANCES

23. Final Plat Approval for a Type II Subdivision to be known as Inspiration Heights Subdivision, Phase 3 Christina Ainsworth,
Community Development
Director

Time: 2:49:40

In order to listen to the Final Plat approval go to:

<https://youtu.be/EWn468aqK-M?t=21538>

Motion to approve Final Plat for a Type II Subdivision to be known as Inspiration Heights Subdivision, Phase 3 by Vice Chair Chaparro

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Yes
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to approve plat passed with a vote of 4-0

COMMISSION INPUT (FOLLOW-UP)

Time: 2:53:05

In order to listen to Commission Input Follow-Up go to:

<https://youtu.be/EWn468aqK-M?t=21744>

CORRESPONDENCE

24. Correspondence received by Doña Ana County

Brandi Delgado,
Administrative Assistant

Time: 2:53:40

In order to listen to Correspondence go to:

<https://youtu.be/EWn468aqK-M?t=21778>

1. Eva Samaniego vs. DAC

THE COMMISSION MAY CONVENE IN CLOSED SESSION, The Board may convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978)

Time: 2:53:55

In order to listen to the motion to go into Closed Session go to:

<https://youtu.be/EWn468aqK-M?t=21796>

Motion to convene in closed session regarding a limited personnel matter, the purchase, acquisition or disposal of real property and water rights, to discuss information that is covered by attorney-client privilege pertaining to threatened or pending litigation, as authorized by the Open Meetings Act Section 10-15-1(H)(2), (7), and (8) (NMSA 1978) by Chair Schaljo-Hernandez

Second by Commissioner Reynolds

District 2: Gloria Gameros, Commissioner- Absent
District 3: Shannon Reynolds, Commissioner- Yes
District 5: Manuel Sanchez, Commissioner- Absent
District 4: Susana Chaparro, Vice-Chair- Yes
District 1: Christopher Schaljo-Hernandez, Chair- Yes

Motion to go into closed session passed with a vote of 3-0

THE COMMISSION MAY CONVENE IN OPEN SESSION to take action, if any, on the closed session items

Time: 3:40:00

Note: Let the record reflect that nothing was discussed in closed session other than the items identified in the motion to go into closed session

COMMISSION ADJOURNS AS THE BOARD OF COUNTY COMMISSIONERS AND THE COUNTY BOARD OF FINANCE IN OPEN SESSION

Time: 3:40:15

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, Chair, District 1	For/Against
Susana Chaparro , Vice Chair, District 4	For/Against
Gloria Gameros, Commissioner, District 2	For/Against
Shannon Reynolds, Commissioner, District 3	For/Against
Manuel A. Sanchez, Commissioner, District 5	For/Against

ATTEST:

Amanda López Askin, Ph.D. County Clerk



WORK SESSION MINUTES

Chair Christopher Schaljo-Hernandez called the Work Session of the Doña Ana County Board of County Commissioners to order **at 9:00 a.m., on Tuesday September 2, 2025** in the Doña Ana County Commission Chambers, 1st Floor, Doña Ana County Government Center, 845 North Motel Boulevard, Las Cruces, New Mexico

9:05:15

Pledge of Allegiance

Time: 9:05:20

Those in attendance are Commissioner Sanchez, Commissioner Reynolds and Chair Schaljo-Hernandez

- 1. Presentation on proposed MOU between Dona Ana County and the Village of Hatch for fire services

Time: 9:06:05

In order to listen to Presentation go to:
<https://youtu.be/ZBqjSzfS-bo?t=60>

- 2. Opioid Settlement

Time: 9:20:05

In order to listen to Opioid Settlement go to:
<https://youtu.be/ZBqjSzfS-bo?t=900>

- 3. Reappraisal Process Update

Time: 9:44:15

In order to listen to Update go to:
<https://youtu.be/ZBqjSzfS-bo?t=2350>

THE WORK SESSION AJOUNED

Time: 10:07:45

BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO

Christopher Schaljo-Hernandez, Chair, District 1	For/Against
Susana Chaparro, Vice Chair, District 4	For/Against
Gloria Gameros, Commissioner, District 2	For/Against
Shannon Reynolds, Commissioner, District 3	For/Against

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Fire and Emergency Services Department

Initiating Department

Andrew Bowen, Interim Fire Chief

Contact Person

September 9, 2025

Meeting Date

13

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**APPROVE RESOLUTION OF AN MOU BETWEEN DOÑA ANA COUNTY AND THE VILLAGE OF
HATCH FOR FIRE AND EMS SERVICES**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Doña Ana County Fire Rescue and the Village of Hatch are entering into a Memorandum of Understanding to strengthen fire and EMS services. Under the agreement, Hatch will provide the deed to its fire department facility and titles to its fire apparatus, while the County will provide staffing for one fire engine or EMS rescue. The partnership will expand central station coverage, improve equity in service for northern county areas and the Village of Hatch, and ensure more efficient and reliable emergency response.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

1. Executive Summary
2. MOU

SUMMARY OF FINANCIAL IMPACT

The Village of Hatch will transfer ownership of its fire department facility and apparatus to Doña Ana County, while the County assumes responsibility for staffing one unit (engine or EMS rescue). Costs will primarily be related to personnel, operations, and ongoing maintenance, offset by efficiencies gained through shared facilities and resources.

ADMINISTRATIVE REVIEW AND APPROVAL

Alma Pacheco, Administrative Assistant	Created/Initiated - 8/26/2025
Andrew Bowen, Interim Fire Chief	Approved - 8/28/2025
Asma Dawood, Finance Director	Approved - 8/28/2025
Michael Perez, Purchasing Manager	Approved - 9/2/2025
Stephen Lopez, Assistant County Manager	Approved - 9/2/2025
Cari Neill, Interim County Attorney	Final Approval - 9/4/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:



Doña Ana County BOCC Agenda Item Executive Summary

Meeting Date:	September 9, 2025
Agenda Item Title:	Approve resolution of an MOU between Doña Ana County and the Village of Hatch for fire and EMS services
Type of Action:	Resolution
Fiscal Impact:	If approved, would require renovation and or replacement of the current Hatch Fire Department building, up to \$6,500,000 for a complete replacement.
Strategic Plan Alignment:	BNHS 5.2 and BNHS 5.5, % of career stations responding within their primary district and time of first fire unit arrival within 14 minutes.

Overview:

Dona Ana County Fire Rescue (DAFR) is asking the commission's approval of a resolution authorizing the County Manager to negotiate and execute a Memorandum of Understanding with the Village of Hatch for the provision of fire and emergency medical services by DAFR; and authorizing the county manager to execute any real estate agreements necessary to implement the Memorandum of Understanding.

There has been a significant decline in the number of volunteer firefighters over the past few years both in the Hatch Fire Department and the DAFR Garfield Fire Station. As a result of this, the staff at the DAFR Rincon Fire Station has had to respond to a majority of the calls for service in the Village of Hatch and all of the calls for service in the Garfield area. The average response times from the Rincon Fire Station to Garfield is 31 minutes 35 seconds.

Entering into a Memorandum of Understanding with the Village of Hatch would improve fire and EMS services for the Village of Hatch and would reduce the response times to the Garfield area by over 50%.

What Will BOCC Action Mean:

- **Vote “YES”** = This will approve the resolution and allow DAFR and County Management to negotiate an MOU with the Village of Hatch
- **Vote “NO”** = This will reject the resolution and terminate any MOU negotiations with the Village of Hatch
- **Vote to “Amend”** = The BOCC will change the resolution (if the amendment is approved)
- **Vote to “Table”** = The Resolution will not proceed, and will either be schedule for a future meeting (“tabled to a date certain”) or will not be heard until the BOCC takes future action to bring it back (“tabled indefinitely”)

RESOLUTION NO. 2025-_____

A RESOLUTION AUTHORIZING THE COUNTY MANAGER TO NEGOTIATE AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF HATCH FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL SERVICES BY DOÑA ANA COUNTY FIRE RESCUE

WHEREAS, Doña Ana County Fire Rescue provides fire protection and emergency medical services throughout Doña Ana County and, by agreement, within municipalities in order to protect life, health, and property; and

WHEREAS, the Village of Hatch, New Mexico, requires reliable fire protection and emergency medical services to serve residents, businesses, visitors, and critical infrastructure within its jurisdiction; and

WHEREAS, the County and the Village of Hatch desire to enter into a Memorandum of Understanding that will define roles and responsibilities, scope of services, response areas and dispatch protocols, cost recovery or reimbursement, use and maintenance of facilities and equipment, training and credentialing, data sharing, and performance expectations; and

WHEREAS, the Board of County Commissioners finds that such cooperation will promote public safety, improve service reliability, and enhance regional emergency response while using public resources efficiently;

NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners of Doña Ana County authorizes and directs the County Manager to negotiate, finalize, and execute a Memorandum of Understanding with the Village of Hatch, New Mexico, for the provision of fire and emergency medical services by Doña Ana County Fire Rescue.

BE IT FURTHER RESOLVED that the Board of County Commissioners authorizes the County Manager to execute any and all real estate agreements necessary to implement the Memorandum of Understanding, including but not limited to transfers, leases, licenses, easements, rights of entry, occupancy agreements, memoranda related to use of facilities, and amendments thereto, together with any documents reasonably necessary to carry out the intent of this Resolution, subject to review by the County Attorney as to form and legal sufficiency and to the availability of appropriated funds.

RESOLVED this 9TH day of September, 2025.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Christopher Schaljo-Hernandez, District 1, Chair

☐ For ☐ Against

Susana Chaparro, District 4, Vice Chair ☐ For ☐ Against

Gloria Gameros, District 2 ☐ For ☐ Against

Shannon Reynolds, District 3 ☐ For ☐ Against

Manuel A. Sanchez, District 5 ☐ For ☐ Against

ATTEST:

Amanda López Askin, Ph.D.
County Clerk

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Community Development

Initiating Department

Denisse Carter, Economic Development Administrator

Contact Person

September 9, 2025

Meeting Date

14

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**AUTHORIZATION TO PUBLISH NOTICE OF HEARING, TITLE, AND GENERAL SUMMARY
FOR A LOCAL DEVELOPMENT ACT (LEDA) ORDINANCE APPROVING REDUCED PERMIT
FEES FOR PROJECT JUPITER.**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

Project Jupiter has requested a building permit fee reduction pursuant to Chapter 166 (Economic Development Plan) of the Doña Ana County Code.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

Executive Summary

Draft Ordinance

Notice of Hearing

SUMMARY OF FINANCIAL IMPACT

The estimated building permit fee for this project is \$800m. The proposed fee is \$1.5m annually during the construction period (2026-2028).

ADMINISTRATIVE REVIEW AND APPROVAL

Gloria Maldonado, Administrative Assistant

Created/Initiated - 9/3/2025

Denisse Carter, Economic Development Administrator

Approved - 9/3/2025

Christina Ainsworth, Community Development Director

Approved - 9/3/2025

Cari Neill, Interim County Attorney

Approved - 9/4/2025

Scott Andrews, County Manager

Final Approval - 9/5/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:



Doña Ana County

Executive Summary

Meeting Date:	September 9, 2025.
Agenda Item Title:	Authorization to publish Notice of Hearing, Title, and General summary, for a Local Economic Development Act (LEDA) Ordinance approving reduced permit fees for <i>Project Jupiter</i> .
Overview:	<i>Project Jupiter</i> submitted an application, pursuant to the County’s Local Economic Development Act Plan Procedures (Doña Ana County Code Chapter 166), seeking a fee reduction for building permits (as defined in NMSA 1978, Section 5-10-3(K)) to develop “Project Jupiter.” The project would include the construction, development and acquisition of a hyperscale, artificial intelligence (AI) data center campus, a collocated microgrid, and related infrastructure and facilities, located within the County. The project would be located in an unincorporated portion of the County in the 16 OUT tax district. Staff requests that approval be given to publish a notice for an Ordinance, approving the Local Economic Development Act (LEDA) project and project agreement. The public hearing will be scheduled for October 14, 2025.



Doña Ana County

NOTICE OF PUBLIC HEARING

On **September 9, 2025**, the Board of County Commissioners of Doña Ana County (BOCC) directed that a public hearing be conducted at a regularly scheduled Commission meeting at 9:00 a.m. on **October 14, 2025**. At the public hearing the Board will determine whether to adopt the Ordinance Approving Project Jupiter, Proposal for a Local Economic Development Act (LEDA) Project, as summarized below.

The public hearing will be held at the Doña Ana County Government Center located at 845 N. Motel Blvd., Las Cruces, New Mexico. Should you require special accommodations as a result of a disability, please contact County ADA Coordinator at 575-647-7210 (voice), 575-525-5951 (TTY), or 1-877-827-7200 (toll free), or write to ADA Coordinator, 845 N. Motel Blvd., Las Cruces, New Mexico 88007. Spanish language interpretation services are available upon request. Please contact the Community & Constituent Services Office at 575-525- 6163, at least 48 hours prior to the event. **Los Servicios de interpretación en español están disponibles por medio de petición. Favor de contactar a la Oficina de Servicios Comunitarios y Constituyentes al 575-525-6163 mínimo 48 horas antes de la reunión.**

The official title of the proposed ordinance is: **“PROJECT JUPITER ECONOMIC DEVELOPMENT PROJECT ORDINANCE”**

GENERAL SUMMARY: Project Jupiter submitted an application, pursuant to the County’s Local Economic Development Act Plan Procedures (Doña Ana County Code Chapter 166), seeking a fee reduction for building permits (as defined in NMSA 1978, Section 5-10-3(K)) to develop “Project Jupiter.” The project would include the construction, development and acquisition of a hyperscale, artificial intelligence (AI) data center campus, a collocated microgrid, and related infrastructure and facilities, located within the County. The project would be located in an unincorporated portion of the County in the 16 OUT tax district.

A copy of the proposed ordinance and Agreements are available for inspection at the Office of the County Clerk, Doña Ana County Government Center, 845 N. Motel Blvd., Las Cruces, New Mexico during regular business hours.

The public may attend the Doña Ana County Board of County Commissioners meeting via livestream on <https://www.donaanacounty.org>.

Publish: Las Cruces Sun News on September 13, 2025.

DOÑA ANA COUNTY ORDINANCE NO. ____ - 2025

**AN ORDINANCE APPROVING PROJECT JUPITER PROPOSAL FOR AN
ECONOMIC DEVELOPMENT PROJECT**

WHEREAS, the County of Doña Ana (the "County"), acting through its Board of County Commissioners, is a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State"); and

WHEREAS, Article 9, Section 14 of the State constitution permits counties to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses, provided that adequate safeguards are employed to protect public monies and resources; and

WHEREAS, pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 (the "Act"), no public support for economic development may be provided until the governmental entity has adopted by ordinance an economic development plan and has approved by a second ordinance an application for a project in keeping with such plan; and

WHEREAS, on September 22, 2009, pursuant to Doña Ana County Ordinance No. 246-2009 (the "Economic Development Plan Ordinance") and later codified as Chapter 166 in the Doña Ana County Code, the County established the Doña Ana County Economic Development Plan (the "Plan") as the County's economic development plan as required by Section 5-10-6, NMSA 1978; now codified as Chapter 166 of the Code of Doña Ana County; and

WHEREAS, as provided in the Economic Development Plan Ordinance, the County considered an application from PROJECT JUPITER seeking a fee reduction for building permits (as defined in NMSA 1978, Section 5-10-3(K)) to develop "Project Jupiter." The project would include the construction, development and acquisition of a hyperscale, artificial intelligence (AI) data center campus, a collocated microgrid, and related infrastructure and facilities, located within the County. The project would be located in an unincorporated portion of the County in the 16 OUT tax district; and

WHEREAS, the County has determined that Project Jupiter is a "qualifying entity", and the Project is an "economic development project" as those terms are defined by the Act;

**NOW, THEREFORE, BE IT ORDERED BY THE DOÑA ANA COUNTY BOARD OF
COUNTY COMMISSIONERS:**

Section 1. Short Title.

This ordinance may be cited as "Project Jupiter Economic Development Project Ordinance No. 2."

Section 2. Purpose.

The Economic Development Project Ordinance is adopted to approve the Project, and the above-identified agreements related to the Project.

Section 3. The Project.

The County hereby approves Project Jupiter as a qualifying entity and the Project as an economic development project under the Act and Section 5 of the Economic Development Plan Ordinance. This approval is conditioned upon those matters set forth in the Project Participation Agreement to be entered into by the County and Project Jupiter, and all applicable local, state and federal laws.

Section 4. Project Agreements.

The County hereby authorizes the County Manager to enter into a *Project Participation Agreement* that substantially conforms to the form attached to this Ordinance. The Agreement shall be incorporated into this Ordinance by reference and made a part of this Ordinance.

Section 5. Termination.

Termination of the Project that is the subject of this Ordinance, shall be by a subsequent ordinance. Any termination ordinance shall provide for termination of the above-referenced Agreement and shall provide for satisfying the existing rights of the parties thereunder.

Section 6 Ratification.

The County hereby ratifies and accepts all actions consistent with this Ordinance that the County or its agents may have taken in furtherance of the Project.

Section 7. Severability.

If any section, paragraph, sentence, clause, word, or phrase of this Ordinance is held to be invalid or unenforceable by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

Section 8. Effective Date.

This ordinance shall become effective thirty (30) *calendar days* after it is approved by the Board of County Commissioners and recorded in the office of the Doña Ana County Clerk, as provided in Section 4-37-9, NMSA 1978.

ADOPTED this 14th day of October 2025.

**BOARD OF COUNTY COMMISSIONERS OF
DOÑA ANA COUNTY, NEW MEXICO**

Christopher Schaljo-Hernandez, District 1, Chair	For/Against
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Susana Chaparro, District 4, Vice Chair	For/Against
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Gloria Gameros, District 2	For/Against
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Shannon Reynolds, District 3	For/Against
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Manuel A. Sanchez, District 5	For/Against
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ATTEST:

**Amanda López Askin, Ph.D.
County Clerk**

**DOÑA ANA COUNTY
BOARD OF COUNTY COMMISSIONERS**

Doña Ana County Government Center
845 North Motel Boulevard
Las Cruces, New Mexico 88007
Telephone: (575) 647-7200
Toll-Free: (877) 827-7200

Community Development

Initiating Department

Christina Ainsworth, Community Development Director

Contact Person

September 9, 2025

Meeting Date

15

Agenda Item Number

TITLE OF AGENDA ITEM TO BE CONSIDERED

**FINAL PLAT APPROVAL FOR A TYPE II SUBDIVISION TO BE KNOWN AS VADO NEW
HORIZONS SUBDIVISION, PHASE 1.**

SUMMARY OF ITEM TO BE CONSIDERED

INCLUDING PRESENTATION OF OPTIONS FOR ACTION and ACTION REQUESTED

The applicant, Libbin Underwood Engineering and Surveying, representative for Tierra Del Sol Housing Corporation, owner, is requesting a Type II Subdivision for 41 lots on approximately 11.34 ± acres, lots ranging in size from 0.138 acres to 0.247 acres, to be known as Vado New Horizons Subdivision, Phase 1. All utilities will be underground, including electricity. Water services will be provided by the Lower Rio Grande Public Water Works Authority and wastewater services will be provided by Doña Ana County Utilities. Access to the subdivision will be from Vado Drive onto Calle Entrada, Camino Azul, Arroyo Vista Loop and Highline Road. All residential lots will be accessible from paved roadways maintained by Doña Ana County following acceptance of the 50' wide rights-of-way and improvements. There are no recreational facilities proposed for the subdivision. Public lighting will be provided in the subdivision. Infrastructure improvements such as drainage, ponding and roadways have been inspected to ensure County standards have been met with the exception of El Paso Electric's distribution system. The applicant has provided a letter of credit with El Paso Electric for all construction costs.

DESCRIPTION OF SUPPORTING DOCUMENTATION ATTACHED

- 1) Executive Summary
- 2) Final Plat
- 3) Disclosure Statement

SUMMARY OF FINANCIAL IMPACT

ADMINISTRATIVE REVIEW AND APPROVAL

Albert Casillas, Planner
Christina Ainsworth, Community Development Director
Asma Dawood, Finance Director
Scott Andrews, County Manager

Created/Initiated - 8/26/2025
Approved - 9/2/2025
Approved - 9/3/2025
Final Approval - 9/4/2025

DOCUMENT CONTROL

For Signature: No

For Recording: No

Deadline for Return:

**EXECUTIVE SUMMARY
FINAL PLAT APPROVAL FOR THE
VADO NEW HORIZONS SUBDIVISION, PHASE 1**

Vado New Horizons Subdivision, Phase 1, consists of 41 lots on approximately 11.34 ± acres, lots ranging in size from 0.138 acres to 0.247 acres. The Subdivision is located in Vado, NM, SE of the intersection of Vado Drive and Highline Road. All utilities will be underground including electricity. Water services will be provided by the Lower Rio Grande Public Water Works Authority and wastewater services will be provided by Doña Ana County Utilities. Access to the subdivision will be from Vado Drive onto Calle Entrada, Camino Azul, Arroyo Vista Loop and Highline Road. All residential lots will be accessible from paved roadways maintained by Dona Ana County following acceptance of the 50' wide rights-of-way and improvements. There are no recreational facilities proposed for the subdivision. Pursuant to §350-405 Public Lighting will be provided in the subdivision.

Infrastructure improvements such as drainage, ponding and roadways have been inspected to ensure County standards have been met with the exception of El Paso Electric's distribution system. The applicant has provided a letter of credit with El Paso Electric for all construction costs. Engineering can provide a letter of substantial completion referencing the applicant's letter of credit with El Paso Electric.

The General Notice Requirements for Public Hearings on Final Plats have been met and the application is consistent with the UDC standards of Chapter 350 of the Unified Development Code, Article IV Subdivisions and Article VI Design Development Standards. Staff recommends Approval of Case No. SD25-043 Vado New Horizons Subdivision, Phase 1.

NOTICE / NOTIFICATION

- Twenty-two (22) letters of notification were mailed to the property owners within the area of notice.
- Legal Ads were placed in the Las Cruces Sun-News on August 19, 2025.
- Signs were placed on the property in a timely manner.
- Agenda was posted on the County Web site.

APPLICABLE PLANS, POLICIES, AND CRITERIA FOR APPROVAL

Chapter 350 Unified Development Code Article IV Subdivisions

§ 350-104. D.2 Duties of the BOCC

§ 350-212 Subdivision Procedures:

§ 350-212.A General Rule

§ 350-212.D Agency Review

§ 350-212.E General Notice Requirements

§ 350-212.G Preliminary Plat Review

§ 350-212.I (4) Final Plat Review and BOCC Action

The BOCC shall not deny a final plat if it has previously approved a preliminary plat for the proposed subdivision and it finds that the final plat is in substantial compliance with the previously approved preliminary plat. Denial of a final plat shall be accompanied by findings identifying the requirements that have not been met.

Article IV Subdivisions

§ 350-407 Subdivision Data Requirements

Article VI Design Development Standards

STAFF RECOMMENDATION

Staff recommends Approval of Case No. SD25-043, Vado New Horizons Subdivision, Phase 1, based on the following findings of fact:

FINDINGS:

Pursuant to UDC §350-104. D. (2), the BOCC shall consider and make final determinations on Final Plat applications. This decision should consider the following:

1. Pursuant to 350-407: Approval of the Final Plat for Vado New Horizons Subdivision, Phase 1, ensures the following:
 - a. Water quantity is sufficient to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses, per Moongate Water.
 - b. Water is of an acceptable quality for human consumption and measures are taken to protect the water supply from contamination, per NMED requirements.
 - c. There is a means of liquid waste disposal for the subdivision, per NMED requirements.
 - d. There is a means of solid waste disposal for the subdivision, per NMED requirements.
 - e. There are satisfactory roads to each parcel, including entry and exit for emergency vehicles, and there are appropriate utility easements to each parcel, per DAC Fire Marshal's Office and DAC Engineering.
 - f. Terrain management protects against flooding, inadequate drainage, erosion and meets the requirements of the Article 6 Development Construction Standards, per DAC Flood Commission and the Doña Ana Soil and Water Conservation District.
 - g. There are protections for cultural properties, archaeological sites and unmarked burials that may be directly affected by the subdivision, as required by the Cultural Properties Act, per New Mexico SHPO.
 - h. The subdivider can fulfill the proposals contained in the disclosure statement for the subdivision.
 - i. The subdivision will conform to the New Mexico Subdivision Act and the UDC.
5. The Final Plat Application is consistent with the UDC:
 - Chapter 350 Unified Development Code Article IV Subdivisions
 - § 350-212 Subdivision Procedures:
 - § 350-212.A General Rule
 - § 350-212.E General Notice Requirements
 - § 350-212.I (4) Final Plat Review and BOCC Action
 - Article IV Subdivisions
 - § 350-407 Subdivision Data Requirements
 - Article VI Design Development Standards

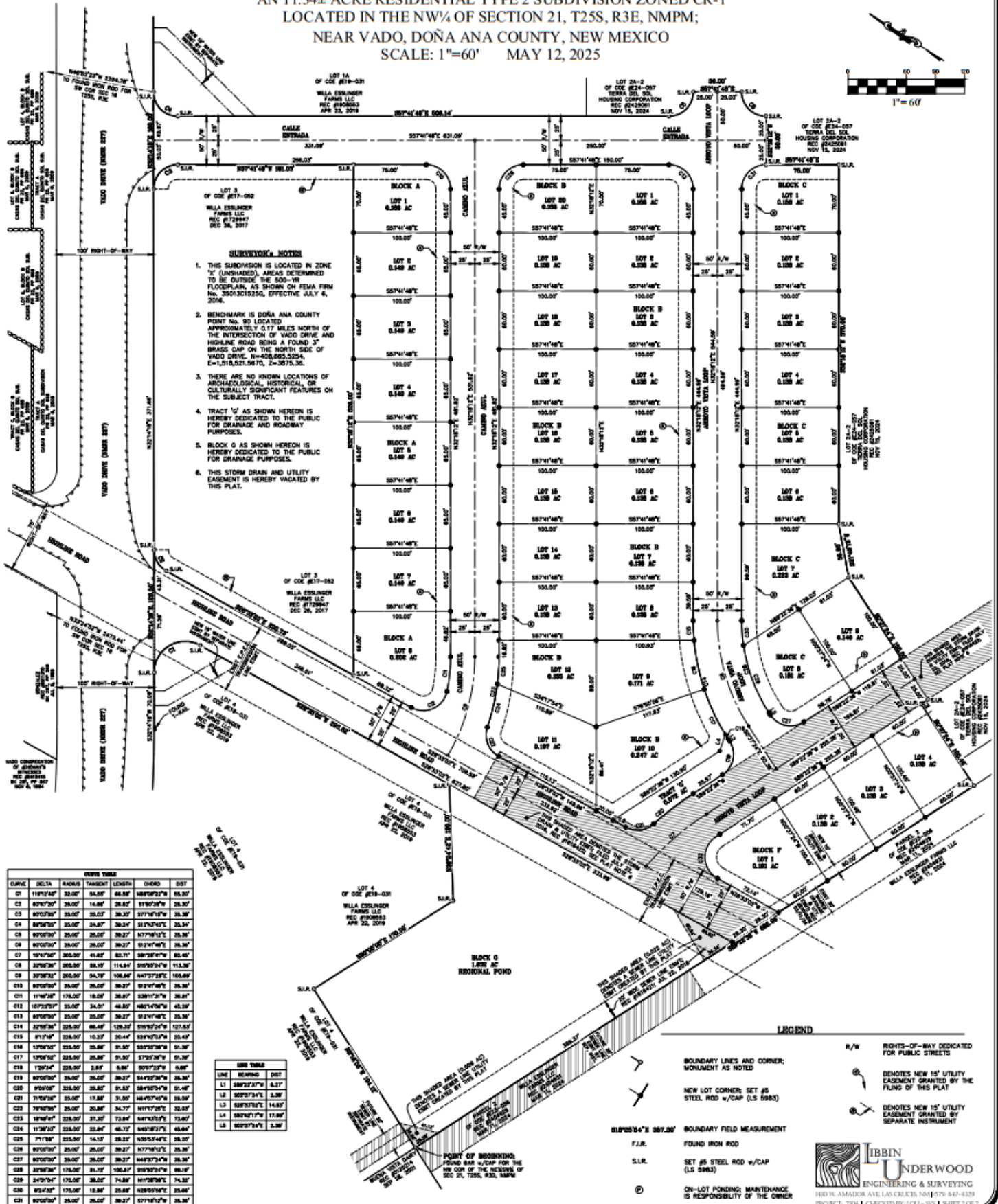
VADO NEW HORIZONS SUBDIVISION, PHASE 1

AN 11.34± ACRE RESIDENTIAL TYPE 2 SUBDIVISION ZONED CR-1

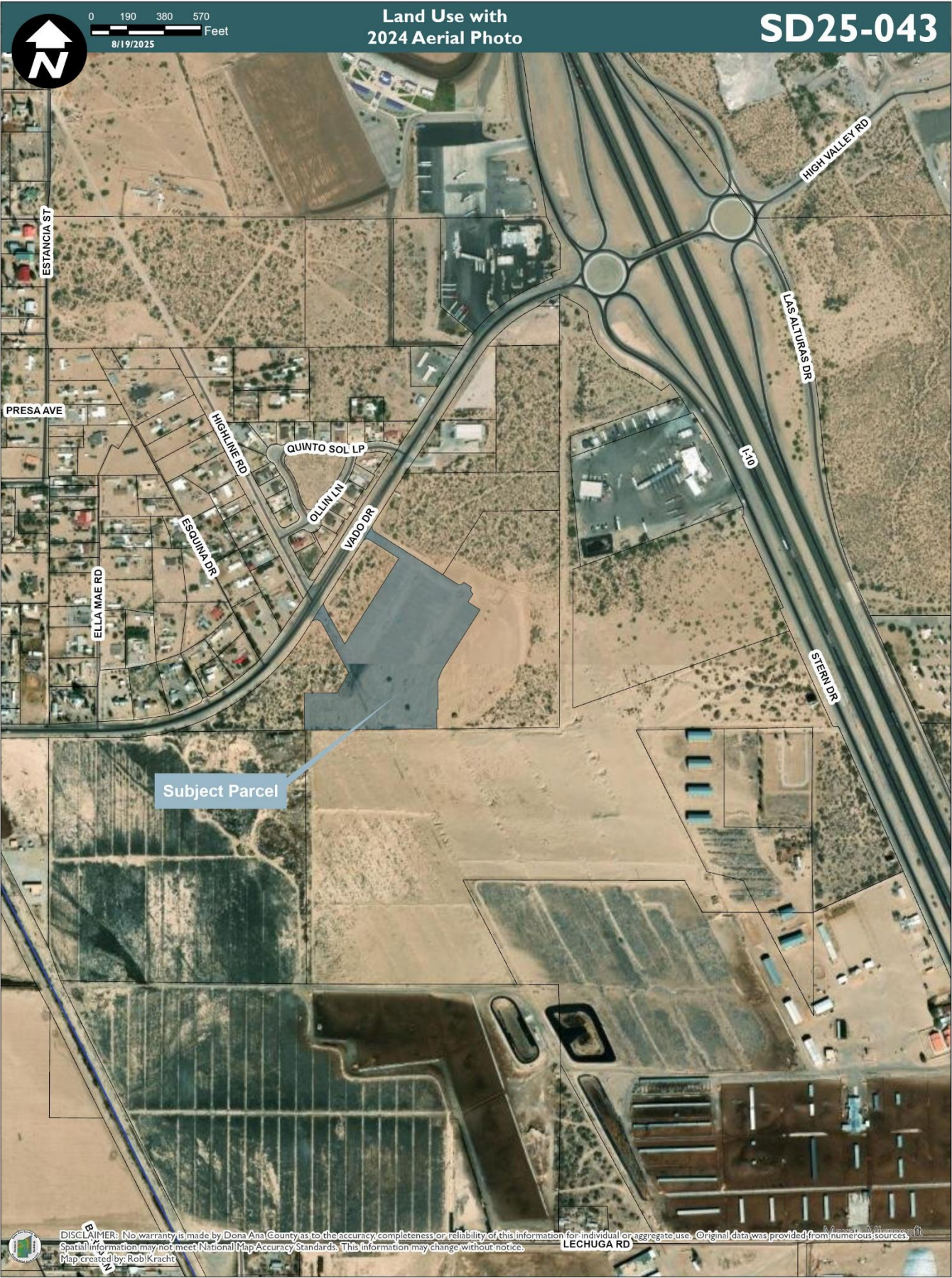
LOCATED IN THE NW¼ OF SECTION 21, T25S, R3E, NMPM;

NEAR VADO, DOÑA ANA COUNTY, NEW MEXICO

SCALE: 1"=60' MAY 12, 2025



SURROUNDING AREAS



PARCEL CLOSE-UP MAP



Disclosure Statement

For

Vado New Horizons

A Type-2 Subdivision

Located Near the Community of Vado
In Doña Ana County, New Mexico

May 28, 2025

Presented by:

Tierra del Sol Housing Corporation, A New Mexico Non-Profit Corporation
210 E. Idaho Avenue
Las Cruces, New Mexico 88005

Prepared by:



1430 W. Amador Avenue Las Cruces, NM 88005
Phone: (575) 647-4329
Project No. 2304

Disclosure Statement for Subdivisions Containing Six Parcels or More

YOU SHOULD READ THIS DISCLOSURE STATEMENT BEFORE YOU SIGN ANY DOCUMENTS OR AGREE TO ANYTHING.

This disclosure statement is intended to provide you with enough information to make an informed decision on the purchase, lease or acquisition of the property described in this statement. You should read carefully all of the information contained in this disclosure statement before you decide to buy, lease or otherwise acquire the described property.

Various public agencies may have issued opinions on both the subdivision proposal and the information contained in this disclosure statement. Summaries of these opinions are contained in this disclosure statement. They may be favorable or unfavorable. You should read them closely.

The Board of County Commissioners has examined this disclosure statement to determine whether the subdivider can fulfill what the subdivider has said in this disclosure statement. However, the Board of County Commissioners does not vouch for the accuracy of what is said in this disclosure statement. In addition, this disclosure statement is not a recommendation or endorsement of the subdivision by either the County or the State. It is informative only.

The Board of County Commissioners recommends that you inspect the property before buying, leasing or otherwise acquiring it.

If you have not inspected the parcel before purchasing, leasing or otherwise acquiring it, you have six (6) months from the time of purchase, lease or other acquisition so personally inspect the property. After inspecting the parcel within the six (6) month period, you have three days to rescind the transaction and receive all your money back from the subdivider when merchantable title is revested in the subdivider. To rescind the transaction you must give the subdivider written notice of your intent to rescind within three days after the date of your inspection of the property.

County regulations require that any deed, real estate contract, lease or other instrument conveying an interest in a parcel in the subdivision be recorded with the County Clerk.

Building permits, wastewater permits or other use permits must be issued by state or county officials before improvements are constructed. You should investigate the availability of such permits before you purchase, lease, or otherwise acquire an interest in the land. You should also determine whether such permits are requirements for construction of additional improvements before you occupy the property.

1. NAME OF SUBDIVISION

Vado New Horizons

2. NAME AND ADDRESS OF SUBDIVIDER

Tierra Del Sol Housing Corporation, A New Mexico Non-Profit Corporation
210 E. Idaho Avenue
Las Cruces, NM 88005

3. NAME AND ADDRESS OF PERSON IN CHARGE OF SALES, LEASING OR OTHER CONVEYANCE IN NEW MEXICO

Rose Garcia, Executive Director
Tierra Del Sol Housing Corporation
210 E. Idaho Avenue
Las Cruces, NM 88005
(575) 541-0477

4. SIZE OF SUBDIVISION BOTH PRESENT AND ANTICIPATED

Present

41 Lots (Phase 1)
11.34± Acres

Anticipated

56 Lots (Phase 1B)
13.85± Acres

5. SIZE OF LARGEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION

0.247 acres

6. SIZE OF SMALLEST PARCEL OFFERED FOR SALE, LEASE OR CONVEYANCE WITHIN THE SUBDIVISION

0.138 acres

7. PROPOSED RANGE OF PRICES FOR SALES, LEASES OR OTHER CONVEYANCES

\$50,000 to \$100,000 per lot

8. FINANCING TERMS

To be determined at time of sale

9. NAME AND ADDRESS OF HOLDER OF LEGAL TITLE

Tierra del Sol Housing Corporation, A New Mexico Non-Profit Corporation
c/o Rose Garcia, Executive Director
210 E. Idaho Avenue
Las Cruces, NM 88005

10. NAME AND ADDRESS OF PERSON HAVING EQUITABLE TITLE

Tierra del Sol Housing Corporation, A New Mexico Non-Profit Corporation
c/o Rose Garcia, Executive Director
210 E. Idaho Avenue
Las Cruces, NM 88005

11.CONDITION OF TITLE

The 11.34± acres to be subdivided for residential development is owned fee simple by Tierra Del Sol Housing Corporation, A New Mexico Non-Profit Corporation.

Vado New Horizons is being developed with the assistance of Pre-development and Development notes from Rural Community Assistance Corporation (RCAC) and New Mexico Finance Authority, both lien holders, and no mortgages.

12.STATEMENT OF ALL RESTRICTIONS OR RESERVATIONS OF RECORD THAT SUBJECT THE SUBDIVIDED LAND TO ANY CONDITIONS AFFECTING ITS USE OR OCCUPANCY

See Attachment 12A for the Restrictive Covenants prepared for this subdivision.

All lots include front Utility Easements. Certain lots, including Lots 1-4, Block F include a rear drainage easement, as shown on the Final Plat.

13.ESCROW AGENT

Las Cruces Abstract & Title Company
119 Campo St., Las Cruces, NM 88001

Subdivider has no interest in or financial ties to the escrow agent.

14.UTILITIES

(Buyer to make arrangements for service to utility services; Call for connection costs and pricing)

Electricity	El Paso Electric Company
Est. cost to purchaser:	TBD by utility provider
Gas:	Zia Natural Gas
Est. cost to purchaser:	TBD by utility provider
Water:	Lower Rio Grande Public Water Works Authority
Est. cost to purchaser:	Impact fees and meter charge TBD by utility provider
Telephone:	Spectrum/Charter Communications
Est. cost to purchaser:	TBD by utility provider
Liquid Waste Disposal:	Doña Ana County Utilities
Est. cost to purchaser:	TBD by utility provider
Solid Waste Disposal:	Private Hauler
Est. cost to purchaser:	\$45 per month, depending on hauler

15.INSTALLATION OF UTILITIES

<u>Utility</u>	<u>Responsibility</u>	<u>Available Date</u>
Electricity Main:	Developer	Date: TBD
Electricity Service:	Lot Buyer	After closing
Gas Main:	Developer	Date: 5/30/25
Gas Service:	Lot Buyer	After closing
Water Mains:	Developer	Date: 5/30/25
Water Service:	Developer	Date: 5/30/25
Water Meter:	Lot Buyer	After closing
Telephone Main:	Developer	Date: TBD
Telephone Service:	Lot Buyer	After closing
Liquid waste/Sewer Main:	Developer	Date: 5/30/25
Liquid waste disposal:	Lot Buyer	Date: 5/30/25
Solid waste disposal:	Lot Buyer	After closing

16.UTILITY LOCATION

The developer is obligated to make the following utilities available to all Lots in the subdivision. Each of the following utilities will be provided either above ground or below ground as indicated.

	<u>Above ground</u>	<u>Underground</u>
Electricity		X
Gas		X
Water		X
Telephone		X
Liquid waste disposal		X
Solid waste disposal	X	

17.WATER AVAILABILITY

Lower Rio Grande Public Water Works Authority (LRGPWWA), a New Mexico regulated public utility, will provide domestic water service to all lots within the subdivision. LRGPWWA water supply will be for domestic use only. Water will not be provided for recreational use.

Lower Rio Grande Public Water Works Authority.
325 Holguin Road
Vado, NM 88072
Office: 575-233-5742
Monday - Friday
08:00 a.m. - 05:00 p.m.

LRGPWWA “Letter of Utility Availability” is attached as Attachment 17A. This documentation from the supplier describes the availability and sources of water to meet the subdivision's maximum annual water requirements and that there are no limitations, physical or legal, anticipated for supplying water to this subdivision. See Attachment 17B for the maximum annual domestic water requirements.

Water use restrictions shall be as outlined in the Doña Ana County Unified Development Code, including that all new construction shall conform to the requirements of the International Building Code, International Residential Code, and Uniform Plumbing Code, as adopted by Doña Ana County and that low-water-use landscaping techniques applying the principles of xeriscaping are highly recommended. Outdoor water use is limited to 30 gallons per day.

18.FOR SUBDIVISIONS WITH COMMUNITY WATER SYSTEMS

Lower Rio Grande Public Water Works Authority.
325 Holguin Road
Vado, NM 88072
Office: 575-233-5742
Monday - Friday
08:00 a.m. - 05:00 p.m.

See Item 17 above.

19.FOR SUBDIVISIONS WITH INDIVIDUAL DOMESTIC WELLS OR SHARED WELLS

Not applicable.

20. LIFE EXPECTANCY OF WATER SUPPLY

Lower Rio Grande Public Water Works Authority (LRGPWWA) “Letter of Utility Availability” attached as Attachment 17A & 20A combined with readily available documentation from the supplier, available online at <https://lrgauthority.org/> documents that LRGPWWA has a 40 year water plan.

21. SURFACE WATER*

Not applicable, none of the lots for residential development have surface water rights.

22. NEW MEXICO STATE ENGINEER'S OPINION ON WATER AVAILABILITY

The New Mexico Office of the State Engineer (NMOSE) has issued a favorable opinion as shown in Attachment 22A.

23. WATER QUALITY

Water provided by Lower Rio Grande Public Water Works Authority is presently suitable for residential use and meets all New Mexico Environment Department (NMED) quality parameters per yearly testing requirements of NMED and EPA. See Attachment 23A (Water Quality Report).

24. NEW MEXICO ENVIRONMENT DEPARTMENT'S OPINION ON WATER QUALITY

The New Mexico Environmental Department (NMED) issued a favorable opinion per Attachment 24A.

25. LIQUID WASTE DISPOSAL

This subdivision has been approved to be served by an existing public sewer system via a new connection located within NMDOT Right of Way (Vado Drive). The liquid waste disposal system provided by the Doña Ana County Utilities Department.

26. N.M. ENVIRONMENT DEPARTMENT'S OPINION ON LIQUID WASTE DISPOSAL

The New Mexico Environmental Department (NMED) issued a favorable opinion per Attachment 24a.

27. SOLID WASTE DISPOSAL

Lot owners may contract with private waste haulers who provide residential solid waste pick-up and disposal at competitive rates OR county operated solid waste transfer stations are available for owners to haul their own solid refuse. An example of a company currently providing solid waste pick-up in this area is Mesilla Valley Disposal: 575-647-9094.

28. NEW MEXICO ENVIRONMENT DEPARTMENT'S OPINION ON SOLID WASTE DISPOSAL

The New Mexico Office of the State Engineer (NMOSE) has issued a favorable opinion as shown in Attachment 24A.

29. TERRAIN MANAGEMENT

Hydrologic soil classification was determined from soil survey information available from the local Natural Resources Conservation Service (NRCS) field office and NRCS Web Soil Survey. Soil Survey of Doña Ana County Area published by the U.S. Department of Agriculture, the NRCS and Web Soil Survey was used for this drainage study.

The soil in this subdivision is identified as Bm and Bn; Bluepoint loamy sand. See Attachment 29A. These soils are very similar and consist of a “loamy sand for the top 18 inches and below that is a loamy fine sand”. They are so sandy in nature that they have “severe limitations” for dwellings and small commercial buildings, however these limitations can be mitigated if the dwellings are

constructed with appropriate design and in accordance to the County specified building code. These soils have severe limitations for use as sewage lagoon areas and they have “moderate limitations” for septic tank leach fields; there is no need to construct either of these facilities in this subdivision. Due to the excess sodium and the fast rate of percolation, these soils are poor as topsoil in its present state, however if the owner blends this soil with other soils and/or supplements, this soil can become a good topsoil. The surface drainage inside this development is moderate and is suitable for dwellings.

This subdivision is located in Zone ‘X’ (unshaded), areas determined to be outside the 500-year floodplain, as shown on FEMA FIRM No. 35013C1525G, effective July 6, 2016. Parcels are outside the 500-year flood zone. See Attachment 29B. Prospective buyers should check with the Doña Ana Flood Commission Office for the latest flood information for this area. There are no areas within this subdivision that are in the FEMA Flood Zone A.

This subdivision is not located in an area in which there are slopes in excess of 8%. The surface drainage for this subdivision shall be collected by the access streets and a short storm sewer, both of which convey runoff to the regional pond. A regional drainage pond has been constructed to detain stormwater for this subdivision. This regional pond has been constructed for post development lot and street runoff. On-lot ponds are not required for residential lots.

Tierra Del Sol Corporation is the responsible maintenance party for the regional pond and the 10-foot drainage easement that is located along the south line of Lots 1-4, Block F of Phase 1.

A short storm sewer has been constructed during Phase 1 of this project. This storm sewer is designed to accommodate bot Phase 1 & Phase 1B.

NOTE: AN EXCERPTED COPY OF THAT PORTION OF THE APPROVED GRADING AND DRAINAGE PLAN FROM THE TERRAIN MANAGEMENT PLAN APPLICABLE TO THE LOT BEING PURCHASED IS TO BE ATTACHED TO THIS DISCLOSURE STATEMENT TO BE PROVIDED TO THE BUYER, AND SAID COPY SHALL BE ATTACHED TO AN APPLICATION FOR A BUILDING PERMIT ON THE LOT BEING PURCHASED.

30. NATURAL RESOURCE CONSERVATION DISTRICT'S OPINION ON TERRAIN MANAGEMENT

The Doña Ana Soil and Water Conservation District issued a favorable opinion as shown in Attachment 30A.

31. SUBDIVISION ACCESS

The nearest town to the subdivision is Anthony, NM, which is located approximately 10 miles south along Vado Drive, Interstate 10, and NMSR 460 (Anthony Drive).

Access to the subdivision is from Vado Drive, which is a paved road maintained by the NMDOT. The subdivision is ordinarily accessible by conventional vehicle at all times of the year and under all weather conditions. Vado Drive is an improved road consisting of two 12-foot-wide drive lanes. A portion of Vado Drive has a 16-foot median turn lane. Phase 1 has two paved road accesses to Vado Drive and subsequent phases will continue to use this dual access.

All roads are designed to comply with all County standards for vehicular use as well as for a storm drain system. See revised drainage report.

32. MAINTENANCE

The access streets will be paved, have two 18-foot-wide driving lanes, 4-foot sidewalks and will be maintained by Doña Ana County following acceptance of the Right of Way dedication and improvements.

33. STATE HIGHWAY DEPARTMENTS OPINION ON ACCESS

The NMDOT has issued a favorable opinion. See Attachment 33A.
Also see the Red Line Bus Service Brochure. See Attachment 32A.

34. CONSTRUCTION GUARANTEES

Describe any proposed roads, drainage structures, water treatment facilities or other improvements that will not be completed before parcels in the subdivision are offered for sale:

The installation of the El Paso Electric distribution system has not been installed as of the date of this document. El Paso Electric has committed to the installation of an electric distribution system serving all lots.

Describe all performance bonds, letters of credit or other collateral securing the completion of each proposed improvement:

A Letter of Credit has been provided to El Paso Electric and agreement has been established to have the distribution installed for all lots.

35. ADVERSE OR UNUSUAL CONDITIONS

No extraordinary conditions affect this subdivision. A truck stop exists east of the subdivision and dairies south and southeast of the subdivision.

36. RECREATIONAL

None proposed.

37. FIRE PROTECTION

The nearest full-time fire department is the La Mesa Volunteer Fire Department located west of the subdivision at 15765 Highway 28, La Mesa, NM 88044, phone (575) 233-3535.

This fire department is 4.0 miles away via paved roads. Distance is calculated from the intersection of Vado Drive (NMSR 227) and Highline Road; proceeding southwest on Vado Drive approximately 1.1 miles to Holguin Road; thence turn south (left) onto Holguin Road and proceed approximately 0.3 miles to NM-189W; thence proceed west on NM-189W approximately 1.2 miles to NM-28N; thence proceed on NM-28N approximately 1.1 miles to the fire station.

38. POLICE PROTECTION

The Doña Ana County Sheriff's Department provides police protection to the unincorporated portions of the county including this subdivision and surrounding areas. The New Mexico State Police also serve the entire state.

39. PUBLIC SCHOOLS

This area is served by the Gadsden Independent School District.

Vado Elementary School is located approximately 1.2 miles from the subdivision via Vado Drive.

Gadsden Middle School is located approximately 11.5 miles from the subdivision via NM Highway 478.

Gadsden High School is located approximately 10.8 miles from the subdivision via NM Highway 28.

Desert Pride Academy (High School) is located approximately 7.2 miles from the subdivision via Interstate-10.

40. HOSPITALS

Memorial Medical Center, at 2450 South Telshor Boulevard, Las Cruces, NM 88011, (575) 522-8641, has 199 beds is located approximately 13.7 miles from the subdivision. (Information can be obtained at <https://www.mmclc.org>)

From the intersection of Vado Drive (NMSR 227) and Highline Road proceed northeast on Vado Drive approximately 0.4 miles to the traffic circle, and proceed to the right 453 feet to the 3rd exit onto County Road B19; thence continue east 394 feet on County Road B19 to the next traffic circle; proceed to the right to the 4th exit onto the Interstate-10 on-ramp; thence continue north on Interstate-10 approximately 10.1 miles to the Interstate-25 Junction; merge onto Interstate-25 North, following the Las Cruces/Albuquerque signs; continue north along Interstate-25 North for 2.1 miles to Exit 1 for E. University Avenue; proceed east (turn right) and continue east for 0.4 miles on E. University Avenue; proceed north (turn left) onto S. Telshor Boulevard; continue approximately 0.1 miles along S. Telshor Boulevard, Memorial Medical Center is on the left.

41. SHOPPING FACILITIES

There is a Dollar General located near the subdivision. From the intersection of Vado Drive (NM-227) and Highline Road proceed east on Vado Drive approximately 0.2 miles, Dollar General is located to the right. There are also numerous shopping facilities in Anthony, NM located approximately 9 miles south of the subdivision; from the intersection of Vado Drive and Stern Drive proceed south on Stern Drive approximately 5.5 miles to Anthony Drive; thence proceed south on Anthony Drive approximately 3.5 miles. Also, there are numerous shopping facilities in Las Cruces, NM located approximately 12.9 miles north of the subdivision; from the intersection of Vado Drive and Stern Drive proceed north on Stern Drive approximately 12.9 miles to Union Avenue.

42. PUBLIC TRANSPORTATION

South Central Regional Transit provides public transportation near this subdivision. The Red Line route has northbound and southbound routes Monday through Friday from Anthony (south of the subdivision) to Las Cruces. The Turquoise and Purple Lines have

Information can be obtained at <https://scrtcd.org/routesschedules/> . See Attachment 42A.

43. AGRICULTURE

New Mexico law includes statute (NMSA 1978, §47-9) cited as the Right to Farm Act. According to this law, any agricultural operation or facility is not, nor shall it become, a private or public nuisance by any changed condition in or about the locality of the operation or facility, if the operation was not a nuisance at the time it began and has been in existence for more than a year. The Right to Farm Act includes, but is not limited to, operations and facilities within the farm or ranch such as: chemical application, field preparation, irrigation, cultivation, conservation practices, pruning, plowing, planting, roadside market, or any other use of the land for the production of plants, crops, trees, forest products, orchard crops, livestock, poultry or fish.

44. CULTURAL AND HISTORIC PROPERTIES PROTECTION

There are no known properties within the boundary of this subdivision that have been entered into the New Mexico Register of Cultural Properties. Any such properties entered in the Register must

comply with the requirements of the Cultural Properties Act 18-6-1 through 18-6-17 NMSA 1978 and all applicable laws regarding cultural properties and archaeological sites. No investigation into unmarked burials has been made. During construction, it is the buyer's responsibility to report any unmarked burials that are discovered to the State Medical Investigator or to the State Historic Preservation Office.

See Attachment 44A.

CERTIFICATION AND NOTARY

I certify that the information provided in this disclosure statement is true and correct.

Rose Garcia, Executive Director
Tierra Del Sol Housing Corporation
210 E. Idaho Avenue
Las Cruces, NM 88005
(575) 541-0477

Signature

Print your name here

Address

City, state and zip code

Telephone number(s)

Corporation or Partnership

ACKNOWLEDGEMENT

State of New Mexico)
County of Doña Ana) ss

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2025.

Notary Public

My Commissioner Expires:

ATTACHMENTS:

Attachment 12A: Restrictive Covenants

Attachment 17A: Letter of Commitment to Provide Water Service to Vado New Horizons
Subdivision

Attachment 17B: Calculations for Domestic Water Demand

Attachment 20A: Email Correspondence from LRGPWWA

Attachment 22A: Water Use & Conservation/Subdivision Review Letter from NMOSE

Attachment 23A: Drinking Water Safety Letter from LRGPWWA

Attachment 24A: Letter from the New Mexico Environment Department

Attachment 29A: NRCS Soils Map

Attachment 29B: FEMA Firmette

Attachment 29C: Plat of Storm Drain and Utility Easement

Attachment 30A: Letter from Doña Ana Soil and Water Conservation District

Attachment 33A: Letter from New Mexico Department of Transportation

Attachment 42A: Red Line/Linea Roja South/North Bound Bus Route from Las Cruces

Attachment 44A: Letter from Department of Cultural Affairs Historic Preservation Division

ATTACHMENT 12A

RESTRICTIVE COVENANTS FOR RESIDENTIAL LOTS VADO NEW HORIZONS SUBDIVISION

I. PREAMBLE

A. Property

There are hereby imposed upon the following described tract of land which are covenants running with the land and consistent with that area, that private land in the Vado New Horizons Subdivision, located off Vado Drive, in Vado, New Mexico, owned by Tierra Del Sol Housing Corporation.

B. Term Section

These covenants supersede all previously filed documents and shall run with the land for a period of ten (10) years from the date hereof. These covenants shall be automatically extended for additional ten-year periods of time after the expiration, as above provided, unless amended or modified as hereafter provided.

C. Purpose

The purpose of these restrictive covenants is to maintain a high standard of living conditions on this land and make it a desirable residential area.

D. Administrative Control Committee

To allow some flexibility in these covenants the Administrative Control Committee is hereby designated as Las Cruces Community Farms, the Board of Directors of Tierra Del Sol Housing Corporation, with a third party appointed by the other two.

II. COVENANTS

A. Land Use and Building Type

1. Site-built homes shall not be less than two (2) bedrooms and shall contain a minimum of 1,000 square feet of living area. Construction to be performed by currently licensed New Mexico contractor or homeowner and shall be substantially completed within twelve (12) months after obtaining a building permit to locate on lot. Dona Ana County will decide what is substantially complete.
2. Building setbacks from front, rear and side property lines, shall conform to Dona Ana County regulations.
3. There shall not be located on any parcel more than one site-built, single family residential dwelling, together with a garage and such outbuilding as may be approved by Dona Ana County regulations and the Administrative Control Committee. Any approved outbuilding must be of the same architectural design as the family dwelling.
4. Individual lots may not be further divided.

B. Dwelling Quality and Size

1. A two-story house, where allowed, shall be a minimum of 1,200 square feet of living area. Any accessory building shall not exceed 50% of the size of the principle dwelling. Accessory buildings shall obtain a building permit from Dona Ana County, if required, due to size of the structure. The term "living area floor space" is exclusive of floor space in non-heated areas such as porches, garages, carports and similar unheated areas.
2. All buildings shall be constructed in compliance with the applicable building codes and other codes pertaining to the building, heating, plumbing, electrical work and which codes are those codes in effect that cover the above described property at the time construction commences; provided further, however, that all exterior walls of all dwellings, buildings or improvements on the property shall be of stucco, brick or adobe and be of earth tone colors. The roof of the main entrance or dwelling unit shall be surfaced with tile, gravel or shingles or other permanent type construction but shall not have reflective surfaces.
3. All buildings shall be of ranch style, Spanish style or Southwest motif design and shall be approved by the Administrative Control Committee.
4. Foam sprayed on pitched roofs shall not be allowed. Shingles or roof tiles shall not be painted.
5. On homes with pitched roofs, the air conditioners shall be installed on the rear of the house so that no more than fifty percent (50%) of the units are visible from the front of the dwelling at a line of sight beginning at a point six (6) feet above the curb in front of the dwelling. On flat roofs, HVAC equipment shall be at least twenty (20) percent hidden by perimeter parapet walls from a line of sight beginning at a point six (6) feet above the curb line in front of the residence.

C. Site Construction

All single family residences constructed on the lots shall be site-constructed. It being the intention of the undersigned that no manufactured homes, modular homes, prefabricated houses, trailers, mobile homes, moved houses or other residential structures of any kind or nature shall be moved upon any lot to be used as a single-family residences shall be constructed on the lot without using any pre-built structure.

D. Location of Structure/Timely Construction

1. In connection with each Owner's construction of a private residence upon each such Owner's Lot, each such Owner and/or its Contractors shall:
 - a) Comply with and observe all governmental authority exercising jurisdiction;
 - b) Comply with these Protective Covenants, Conditions, Reservations and Restrictions made applicable to each Lot and/or construction thereon;
 - c) Maintain adequate drainage upon each Lot so as not to cause drainage to abutting Lots, or construct adequate drainage facilities to prevent any such damage, except for retaining wall weep holes required by engineering design.

- d) Cause any work to be performed so as not to in any way damage, hinder or delay the construction and development activities of others within the Property; and
- e) Maintain each such Lot so as not to permit or commit any waste upon each such Lot or impair the value thereof, including, but not limited to, periodically taking such action necessary for weed control and, during construction of private residences, to take such action as may be required to control and remove construction debris, dust and dirt; it being understood and agreed that should any such Owner and/or its contractors fail to so properly maintain and police each Lot as herein required, Subdivision Developer may take such action as may be deemed necessary by Subdivision Developer for the proper maintenance thereof as aforesaid, and each such Lot Owner hereby expressly agrees to pay Subdivision Developer, upon demand, any and all disbursements made under the provisions of this section together with interest thereon at the rate of fifteen (15) percent per annum from and after the date of making thereof failing which Subdivision Developer shall and is hereby granted a Lien covering each such Owner's Lot subject to foreclosure as provided by law.

E. Maintenance of Property

1. Property shall be maintained in such a manner as to ensure property values are not devalued.
2. Grounds and landscaping shall be kept neat and free from weeds at all times.

F. Garbage and Refuse Disposal

No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept on any Lot, except insanitary containers, screened from view from all streets and other Lots within the property. Refuse placed on the curb or sidewalk shall not be placed in open view more than twenty-four (24) hours before the scheduled pickup time.

G. Animals

No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done therein which may be or may become an annoyance or nuisance to any Owner of a Lot within the property. No more than two (2) dogs and/or two (2) cats shall be permanently kept on any Lot. Excessively barking dogs shall be considered a noxious and offensive activity. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept on any Lot, providing that they are not kept, bred or maintained for any commercial purpose. When allowed to be kept, all pets must be kept within a fenced or bounded area upon the Owner's Lot or must be on a leash and within the direct control of a responsible person when outside the fenced or bounded area.

H. Wall, Fences and Gates

1. All party walls built on the common property line between two (2) Lots shall be built at the joint and equal expense of the two Builders. In the event a Builder builds at its own expense a party wall between his Lot and unsold Lot, one-half (1/2) of the cost of said wall shall be chargeable to the purchaser of the unsold Lot at the closing of the transaction to purchaser of the unsold Lot from

Subdivision Developer. In the event a Builder builds at his own expense a party wall between his Lot and a sold but un-improved Lot, then the Owner of the unimproved Lot (other than the Subdivision Developer) shall pay one-half (1/2) of the cost of said party wall upon completion of said wall. If the owner (other than the Subdivision Developer) of the unimproved Lot does not reimburse the Builders of the party walls for one-half (1/2) the cost of the party walls within two (2) months of being invoiced, then the unpaid balance, together with interest accruing at a rate of fifteen (15) percent annum shall become a lien against the Lot until paid. A Lot Owner shall not allow water to pond against a retaining or party wall.

2. All gates shall be made of wrought iron or wood. Chain link fences and gates are specifically prohibited.
3. Front yards shall not have any fencing other than a garden wall not to exceed 14 inches in height of approved material.

I. Landscaping

1. Landscaping in front yards and in side yards facing streets on corner lots shall be established within ninety (90) days of completion of a residential building on each Lot. The intent here is to provide for the enhancement, protection, and preservation of individual property values and to ensure the overall attractiveness of the subdivision.
2. Typical desert environment and drought resistant landscaping is encouraged. A sufficiently visible amount of foliage must be present on each Lot to comply with landscape requirements. Bermuda grass shall not exceed 800 square feet and landscaping must comply with irrigation restrictions. The Administrative Review Committee shall be the final authority as to the acceptability of the guidelines for required landscapes.

J. Easement/Utilities/Antennas

1. Utility services will be underground and identified at the property line.
2. Easements for utilities shall be specified in the Vado New Horizons Subdivision plat and shall be specified in plot plan and individual survey plots.
3. No antennas other than commercial TV antennas that provide service for the individual lot shall be allowed.

K. Signs

No signs, advertisements, billboards or other advertising structure of any kind may be erected or maintained in any of the above property nor shall any other unsightly or objectionable object be installed or maintained in the above land except that small conservative signs for the sale or advertisement for sale or rent of the Lot or dwelling may be placed on the subject property. Signs will be allowed during the marketing period no to exceed 32 square feet and per subdivision ordinance.

L. Outbuildings

No outbuilding may be built prior to the approval of the dwelling plans and start of the construction of the house. All equipment and mechanical equipment shall be walled in. Boats, campers, other trailers, recreational vehicles and similar equipment, or vehicles under extensive repair, clothesline, storage piles and construction materials shall be concealed. Outbuilding may be metal. They must be no larger in square footage than the principle dwelling and be the same color as the principle dwelling. No outbuilding may exceed 12' – 6" in height.

III. CERTIFICATION/ENFORCEMENT

A. Applicability

At the time that each of the extension would go into effect the owners of the above described land by eighty-five (85) percent affirmative vote be amended by said eighty-five (85) percent duly filing an amendment of said covenants in the office of the County Clerk of Dona Ana County, New Mexico.

B. Enforcement

1. Any part of the above described land shall be subject to these restrictive covenants and be subject to the same for the above period of time and subject to the terms and conditions set forth herein and shall be valid and binding upon the respective grantees.
2. Invalidation of one or more of these covenants, by judgement or court order or otherwise, shall in no way affect any other covenants, restrictions and conditions shall continue and remain in full force and effect.
3. Enforcement shall be by proceeding at law or in equity against any person or person violating or attempting to violate any covenants, either to restrain or prevent such violation or proposed violation by an injunction, either prohibitive or mandatory, or obtain any other relief authorized by law.

C. Changes

1. Non liability. Neither the original owner, the Administrative Review Committee or their representative shall incur liability to anyone submitting plans for approval to any owner or owners of land subject to the covenants by reason of mistake in judgement, negligence or nonfeasance of itself, its agents or employees, arising out of or in connection with the approval, or disapproval, or failure to approve any such plans; anyone submitting plans for approval, by submitting of such plans and by acquiring any of the property convert hereby, waives claim for any such damages.



lrg.authority.org

LOWER RIO GRANDE

Public Water Works Authority

325 Holguin Road

Vado, New Mexico 88072

(575) 233-5742

August 10, 2016

Ms. Rose Garcia
Executive Director
Tierra Del Sol Housing Corp.
P.O. Box 2626
Anthony, NM 88021

RE: Letter of Commitment to Provide Water Service to Vado New Horizons Subdivision Phase I

Dear Ms. Garcia:

The Authority is ready, willing, and able to provide residential water service, as well as fire flows to the residential subdivision as necessary, subject to the following conditions:

- 1) Applicant shall provide a final plat with easements and a final set of construction drawings to be approved by the Authority's engineer and operations staff, and only after approval may the water system improvements be installed. The Authority's engineer and operations staff shall be provided prior to construction, copies of all permits, easements, and other documents required by regulatory agencies, for review by the Authority's attorney.
- 2) Applicant shall construct at its own cost all necessary on-site and off-site facilities to connect to the subdivision to the Authority's existing infrastructure and to upgrade any portion of the Authority's system to accommodate the water demands of the Applicant's subdivision, including storage tanks for fire flow protection if required. All valves, fire hydrants, meter setters, meters, and other materials utilized shall be of the same quality as those used by the Authority and must be approved by the Authority's engineer and operations staff prior to installation.
- 3) Applicant agrees that all related distribution water lines, including services lines, fire hydrants, valves and related fittings, and meter yoke assemblies, excluding metering devices with the subdivision, hydrant, etc. are to be constructed and installed by a licensed utility contractor, to meet the Authority's specifications. Any contractor hired by the Applicant is also responsible for coordinating the inspection, pressure test, and microbiological tests with the Authority.
- 4) The Applicant will be responsible for all maintenance or repair on the distribution water lines, including service lines, fire hydrants, valves and related fittings, and meter yoke assemblies, excluding the metering device within the distribution system, for a warranty period of one (1) year after

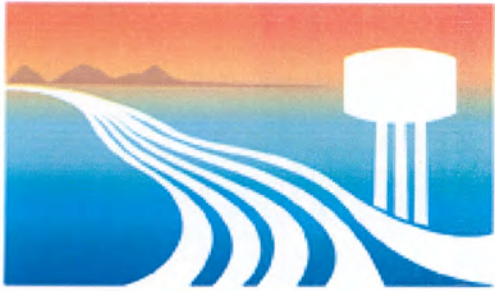


LOWER RIO GRANDE

Public Water Works Authority

acceptance of the water facilities construction by the Authority. During this one year period, the Applicant shall perform all maintenance and repairs promptly on the water facilities and be responsible for insuring against any liability. Should the Authority be required to perform any repairs due to failure of the Applicant to do so within a reasonable time, the Applicant shall be required to reimburse the Authority for any costs incurred for any time, equipment, and materials expended.

- 5) One (1) calendar year from acceptance by the Authority of the construction of the water facilities, the water distribution infrastructure system, including storage tanks if required, but excluding that portion on the user side of the meter, shall be transferred by the Applicant and become the property of the Authority, at which time maintenance on the water infrastructure up to and including the water meter shall become the responsibility of the Authority.
- 6) Payments under the customer policies of the Authority, such as hookup fees, assessments, membership fees, and other charges or impact fees shall be determined at a later date based on the then existing rates, charges, and necessary assessments of the Authority shall include such information in the subdivision's disclosure statement.
- 7) Both Applicant and the Authority acknowledge that connecting the subdivision to the Authority's system to enable the Authority to sell water to the residential lot owners will require the Applicant to construct and/or pay for all off-site improvements, if any, which have not yet been identified.
- 8) The commitment becomes void six (6) months from the date of this approval, if County approval for subdivision has not been obtained by Applicant within the six month period.
- 9) The entitlement of the residential lots to receive domestic water from the Authority shall terminate if there is any attempt to place non-residential uses on the lots or any portion of the subdivision presently identified as open spaces, parks, agriculture, or used for other purposed apart from placement of a residence.
- 10) Applicant acknowledges and agrees that it shall comply with the Authority's Water Rights Acquisition Policy, which will require the Applicant to acquire and transfer ownership of groundwater rights sufficient to serve the residential lots, or in whatever amount the Office of State Engineer determines is required to serve the residential subdivision or payment in lieu of water rights transfer. Applicant will meet this requirement at the time of entering into a formal Agreement to Provide Water Service after the subdivision has received County approval. At that time, Applicant agrees it will provide and transfer sufficient water rights to the Authority to comply with the required acre feet of water right per lot. **The Applicant has selected the payment option.**



LOWER RIO GRANDE

Public Water Works Authority

11) Upon approval of the Applicant's proposed subdivision by the County and after acquiring all other required governmental approvals, if any, the Authority and Applicant shall enter into a formal Agreement to Provide Water Service.

Regards,

Martin G. Lopez, GM
LRGPWWA

Attachment 17B

The domestic need for this development is based on Table 1, Indoor Water Use For Single and Multi-family Dwelling Units, page 22 of New Mexico State Engineer Office Technical Report 48 dated February 1996 for Subdivisions, by Brian C. Wilson, P.E.

W = the total indoor water requirement

$W = (\text{CPU}) (\text{GPCD}) (365 \text{ days/year})$

CPU = the number of capita per dwelling unit

GPCD = gallons per capita per day

$W = (97 \text{ Lots}) \left(\frac{3 \text{ capita per dwelling unit}}{\text{Lots}} \right) \left(\frac{75 \text{ gallons}}{\text{day capita}} \right) \left(\frac{365 \text{ days}}{\text{year}} \right) = 7,966,125 \text{ gallons/year}$

Total = $\frac{7,966,125 \text{ gallons}}{(7.48 \text{ gallons/CF}) * (43,560 \text{ CF/AF})} = 24.4 \text{ AF}$

24.4 AF is for the additional lots being created or 0.252 AF per lot.

* This 75 gallons per day per capita is limited to the following uses. Any water use not included in this table is not permissible.

Table 1. Indoor water use in single and multi-family dwelling units with water conserving plumbing fixtures and appliances, in gallons per capita per day (gpcd). The prototype for this table is based on data published in a report prepared by Brown and Caldwell (1984) for the U.S. Department of Housing and Urban Development, Washington, DC.

Item and Assumptions	GPCD
Toilets (1.6 gal/flush x 6 flush capita day)	9.6
Toilet leakage (0.17 x 24 gal/capita day)	4.1
Showers (2.5 gpm x 4.8 minute)	12.0
Baths (50 gal/bath x .14 bath/capita day)	7.0
Faucets (Estimated)	9.0
Dishwasher (13 gal/load x .17 load/capita day)	2.2
Washing machine (50 gal/load x .30 load/capita day)	15.0
Subtotal	58.9
Evaporative cooling (statistically)	11.1
Water softening	5.0
Total	75.0

RE: Vado New Horizons

Martin Lopez <martin.lopez@lrgauthority.org>

Wed 12/14/2016 4:49 PM

Inbox

To: 'Sergio Suarez' <sergio@underwoodengineering.com>;

Categories: sergio@underwoodengineering.com

Sergio,

It would be perpetual, but for accounting purposes it is 40 years. As you make improvements to different components you can extend it.

Martin G. Lopez, GM
Lower Rio Grande PWWA
575.571.3628
martin.lopez@lrgauthority.org

From : Sergio Suarez [<mailto:sergio@underwoodengineering.com>]
Sent : Wednesday, December 14, 2016 1:26 PM
To : Martin Lopez
Subject : Vado New Horizons

Marĕn,

Good afternoon. We've received comments from Dona Ana County Engineering. I need your input for Item 20 of the Disclosure Statement.

What is the life expectancy of the water supply?

Sergio Su  rez
Underwood Engineering
PO BOX 646
Do  a Ana, New Mexico 88032
575-647-4329 (o)
575-523-5286 (f)



STATE OF NEW MEXICO
OFFICE OF THE STATE ENGINEER
CONCHA ORTIZ Y PINO BUILDING, 130 SOUTH CAPITOL, SANTA FE, NM 87501
TELEPHONE: (505) 827-6091 FAX: (505) 827-3806

TOM BLAINE, P.E.
STATE ENGINEER

October 17, 2016

Mailing Address:
P.O. Box 25102
Santa Fe, NM 87504-5102

Luis Marmolejo
Dona Ana County
845 N. Motel Blvd.
Las Cruces, NM 88007

CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

Re: Vado Horizons Subdivision Submittal

Dear Mr. Marmolejo:

The Water Use & Conservation/Subdivision Review Bureau of the Office of the State Engineer has reviewed the referenced subdivision proposal pursuant to the Dona Ana County Subdivision Regulations and the New Mexico Subdivision Act.

Based on the information provided, this office has determined that the subdivider is capable of furnishing water sufficient in quantity to fulfill the maximum annual water requirements of the subdivision, including water for indoor and outdoor domestic uses. Accordingly, a **positive** opinion is issued.

A staff memorandum providing specific comments is attached for your information. If you have any questions, please call Chuck Lawler at 505-827-6664.

Sincerely,

A handwritten signature in cursive script that reads "Molly Magnuson".

Molly Magnuson, P.E.
Water Use and Conservation Bureau Chief

cc: OSE Water Rights Division, Las Cruces Office

MEMORANDUM
New Mexico Office of the State Engineer
Water Use and Conservation Bureau

DATE: October 17, 2016
TO: Molly Magnuson, P.E., Water Use and Conservation Bureau Chief
FROM: Chuck Lawler, Senior Water Resource Specialist
SUBJECT: Vado New Horizons Subdivision, Dona Ana County

SUMMARY

On September 23, 2016 the Office of the State Engineer (OSE) received a request to review the application for the Vado New Horizons Subdivision, a Type Two subdivision. The submittal received was incomplete and Disclosure Statement Attachment 17-2 detailing indoor water use was subsequently received on October 11, 2016.

The proposal is a request to subdivide a 23.546 acre parcel into 97 lots with sizes ranging between 0.138 acres and 0.301 acres. The water supply is to be provided by the Lower Rio Grande Public Works Water Authority (LRGPWWA). The subject property is located on the southeast edge of Vado, adjacent to and southeast of State Road 227 within Section 21, Township 25 South, Range 3 East, NMPM.

The water supply documents submitted to this office consist of a Disclosure Statement, Plat Maps, a Water Budget and a Commitment Letter.

The proposal was reviewed pursuant to the Dona Ana County Subdivision Regulations - Ordinance No. 166-96 (Regulations) and the New Mexico Subdivision Act (Act). The County requirements are specified in Section 14.3 of the Regulations. The water supply proposal is in compliance with the requirements of the Regulations and the Act. Accordingly, a **positive opinion** should be issued.

WATER DEMAND ANALYSIS AND CONSERVATION

Section 14.3.2 (B) of the Regulations state *"The subdivider, may at his/her option, prepare a detailed water demand analysis using the step by step computational procedure presented in the relevant State Engineer Technical Report"*. The developer quantified the maximum water demand as 27.7 acre-feet per year (afy) for the entire subdivision or 0.286 afy per lot assuming 3 persons per dwelling (at 75 gpcd) and an outdoor water use limit of 30 gallons per day.

No requirements for water conservation measures are identified in the Disclosure Statement although Item No. 17 limits outdoor use to 30 gallons per day and Attachment 17-2 specifies that "Any water use not included in this table is not permissible."

With regard to outdoor use, this office recommends that the subdivider limit the total irrigated area to 800 square feet per parcel. This restriction may be stated as follows: "The 800 square feet

may be planted in any combination of trees, shrubs, annuals and perennials, grasses, and garden. Grasses should be selected that are well adapted to local climatic conditions, and non-native grasses are discouraged. Low-water use landscaping techniques applying the principles of xeriscape shall be utilized. Drip irrigation is encouraged whenever possible. Water will not be provided for other outdoor uses such as swimming pools, hot tubs, water fountains, and decorative ponds.”

WATER AVAILABILITY ASSESSMENT

The proposed water supply for this subdivision is the LRGPWWA. A letter from the utility, stating that the utility is ready, willing, and able to provide water service for the subdivision is included in the proposal as required by Section 14.3.5.A.2 of the Regulations. The commitment extends six (6) months from the date of the approval letter but is then voided if approval for the subdivision has not been obtained by the Applicant.

Section 47-6-11.F (1) of the Act requires that the developer provide documents demonstrating that water sufficient in quantity to fulfill the maximum annual water requirements of the subdivision is available. The OSE reviews the water rights and the physical water availability when issuing an opinion. Based on OSE records, the LRGPWWA currently holds sufficient water rights to provide service to the proposed development.

Based on the information provided, this office has determined that the subdivider can fulfill the proposals in the Disclosure Statement concerning water availability at this time.

Lower Rio Grande PWWA South Valley CCR 2015

Spanish (Espanol)

Este informe contiene informacion muy importante sobre la calidad de su agua beber. Traduscalo o hable con alguien que lo entienda bien.

Is my water safe?

We are pleased to present this year's Annual Water Quality Report (Consumer Confidence Report) as required by the Safe Drinking Water Act (SDWA). This report is designed to provide details about where your water comes from, what it contains, and how it compares to standards set by regulatory agencies. This report is a snapshot of last year's water quality. We are committed to providing you with information because informed customers are our best allies.

Do I need to take special precautions?

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/Centers for Disease Control (CDC) guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbial contaminants are available from the Safe Water Drinking Hotline (800-426-4791).

Where does my water come from?

Your ground water comes from eight deep, good producing Wells located in the Lower Rio Grande Basin

Source water assessment and its availability

information can be found at www.lrgauthority.org

Why are there contaminants in my drinking water?

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's (EPA) Safe Drinking Water Hotline (800-426-4791). The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity:

microbial contaminants, such as viruses and bacteria, that may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife; inorganic contaminants, such as salts and metals, which can be naturally occurring or result from urban stormwater runoff, industrial, or domestic wastewater discharges, oil and gas production, mining, or farming; pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses; organic Chemical Contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems; and radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities. In order to ensure that tap water is safe to drink, EPA prescribes regulations that limit the amount of certain contaminants in water provided by public water systems. Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water which must provide the same protection for public health.

How can I get involved?

The Lower Rio Grande PWWA Board meets every third Wednesday of every month. Either at the La Mesa or the Butterfield Park Offices.

Information can be found at www.lrgauthority.org

Water Conservation Tips

Did you know that the average U.S. household uses approximately 400 gallons of water per day or 100 gallons per person per day? Luckily, there are many low-cost and no-cost ways to conserve water. Small changes can make a big difference - try one today and soon it will become second nature.

- Take short showers - a 5 minute shower uses 4 to 5 gallons of water compared to up to 50 gallons for a bath.
- Shut off water while brushing your teeth, washing your hair and shaving and save up to 500 gallons a month.
- Use a water-efficient showerhead. They're inexpensive, easy to install, and can save you up to 750 gallons a month.
- Run your clothes washer and dishwasher only when they are full. You can save up to 1,000 gallons a month.
- Water plants only when necessary.
- Fix leaky toilets and faucets. Faucet washers are inexpensive and take only a few minutes to replace. To check your toilet for a leak, place a few drops of food coloring in the tank and wait. If it seeps into the toilet bowl without flushing, you have a leak. Fixing it or replacing it with a new, more efficient model can save up to 1,000 gallons a month.
- Adjust sprinklers so only your lawn is watered. Apply water only as fast as the soil can absorb it and during the cooler parts of the day to reduce evaporation.
- Teach your kids about water conservation to ensure a future generation that uses water wisely. Make it a family effort to reduce next month's water bill!
- Visit www.epa.gov/watersense for more information.

Cross Connection Control Survey

The purpose of this survey is to determine whether a cross-connection may exist at your home or business. A cross connection is an unprotected or improper connection to a public water distribution system that may cause contamination or pollution to enter the system. We are responsible for enforcing cross-connection control regulations and insuring that no contaminants can, under any flow conditions, enter the distribution system. If you have any of the devices listed below please contact us so that we can discuss the issue, and if needed, survey your connection and assist you in isolating it if that is necessary.

- Boiler/ Radiant heater (water heaters not included)
- Underground lawn sprinkler system
- Pool or hot tub (whirlpool tubs not included)
- Additional source(s) of water on the property
- Decorative pond
- Watering trough

Source Water Protection Tips

Protection of drinking water is everyone's responsibility. You can help protect your community's drinking water source in several ways:

- Eliminate excess use of lawn and garden fertilizers and pesticides - they contain hazardous chemicals that can reach your drinking water source.
- Pick up after your pets.
- If you have your own septic system, properly maintain your system to reduce leaching to water sources or consider connecting to a public water system.
- Dispose of chemicals properly; take used motor oil to a recycling center.
- Volunteer in your community. Find a watershed or wellhead protection organization in your community and volunteer to help. If there are no active groups, consider starting one. Use EPA's Adopt Your Watershed to locate groups in your community, or visit the Watershed Information Network's How to Start a Watershed Team.
- Organize a storm drain stenciling project with your local government or water supplier. Stencil a message next to the street drain reminding people "Dump No Waste - Drains to River" or "Protect Your Water." Produce and distribute a flyer for households to remind residents that storm drains dump directly into your local water body.

Additional Information for Lead

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Lower Rio Grande PWWA South Valley is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at <http://www.epa.gov/safewater/lead>.

Additional Information for Arsenic

While your drinking water meets EPA's standard for arsenic, it does contain low levels of arsenic. EPA's standard balances the current understanding of arsenic's possible health effects against the costs of removing arsenic from drinking water. EPA continues to research the health effects of low levels of arsenic which is a mineral known to cause cancer in humans at high concentrations and is linked to other health effects such as skin damage and circulatory problems.

Water Quality Data Table

In order to ensure that tap water is safe to drink, EPA prescribes regulations which limit the amount of contaminants in water provided by public water systems. The table below lists all of the drinking water contaminants that we detected during the calendar year of this report. Although many more contaminants were tested, only those substances listed below were found in your water. All sources of drinking water contain some naturally occurring contaminants. At low levels, these substances are generally not harmful in our drinking water. Removing all contaminants would be extremely expensive, and in most cases, would not provide increased protection of public health. A few naturally occurring minerals may actually improve the taste of drinking water and have nutritional value at low levels. Unless otherwise noted, the data presented in this table is from testing done in the calendar year of the report. The EPA or the State requires us to monitor for certain contaminants less than once per year because the concentrations of these contaminants do not vary significantly from year to year, or the system is not considered vulnerable to this type of contamination. As such, some of our data, though representative, may be more than one year old. In this table you will find terms and abbreviations that might not be familiar to you. To help you better understand these terms, we have provided the definitions below the table.

Contaminants	MCLG or MRDLG	MCL, TT, or MRDL	Your Water	Range		Sample Date	Violation	Typical Source
				Low	High			
Disinfectants & Disinfection By-Products								
(There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants)								
Chlorine (as Cl2) (ppm)	4	4	.78	.487	.78	2015	No	Water additive used to control microbes
Haloacetic Acids (HAA5) (ppb)	NA	60	11	5.7	11	2015	No	By-product of drinking water chlorination
TTHMs [Total Trihalomethanes] (ppb)	NA	80	51	39	51	2015	No	By-product of drinking water disinfection
Inorganic Contaminants								
Arsenic (ppb)	0	10	7.6	6.4	7.6	2015	No	Erosion of natural deposits; Runoff from orchards; Runoff from glass and electronics production wastes
Barium (ppm)	2	2	.055	.04	.55	2014	No	Discharge of drilling wastes; Discharge from metal refineries; Erosion of natural deposits
Fluoride (ppm)	4	4	2.5	.3	2.5	2014	No	Erosion of natural deposits; Water additive which promotes strong teeth; Discharge from fertilizer and aluminum factories
Nitrate [measured as	10	10	1	1	1	2015	No	Runoff from fertilizer use;

Contaminants	MCLG or MRDLG	MCL, TT, or MRDL	Your Water	Range		Sample Date	Violation	Typical Source
				Low	High			
Nitrogen] (ppm)								Leaching from septic tanks, sewage; Erosion of natural deposits
Selenium (ppb)	50	50	7.6	0	7.6	2014	No	Discharge from petroleum and metal refineries; Erosion of natural deposits; Discharge from mines
Microbiological Contaminants								
Fecal coliform/E. coli - in the distribution system (positive samples)	0	0	0	NA		2015	No	Human and animal fecal waste
A violation occurs when a routine sample and a repeat sample, in any given month, are total coliform positive, and one is also fecal coliform or E. coli positive.								
Total Coliform (positive samples/month)	0	1	0	NA		2015	No	Naturally present in the environment
Radioactive Contaminants								
Alpha emitters (pCi/L)	0	15	3.2	NA	3.2	2014	No	Erosion of natural deposits
Radium (combined 226/228) (pCi/L)	0	5	.5	NA	.5	2014	No	Erosion of natural deposits
Uranium (ug/L)	0	30	2	NA	2	2014	No	Erosion of natural deposits
Volatile Organic Contaminants								
Xylenes (ppm)	10	10	.00005	NA	.0005	2014	No	Discharge from petroleum factories; Discharge from chemical factories
Contaminants	MCLG	AL	Your Water	Sample Date	# Samples Exceeding AL	Exceeds AL	Typical Source	
Inorganic Contaminants								
Copper - action level at consumer taps (ppm)	1.3	1.3	.065	2014	0	No	Corrosion of household plumbing systems; Erosion of natural deposits	
Inorganic Contaminants								
Lead - action level at consumer taps (ppb)	0	15	2.4	2014	0	No	Corrosion of household plumbing systems; Erosion of natural deposits	

Undetected Contaminants

The following contaminants were monitored for, but not detected, in your water.

Contaminants	MCLG or MRDLG	MCL, TT, or MRDL	Your Water	Violation	Typical Source
Antimony (ppb)	6	6	ND	No	Discharge from petroleum refineries; fire retardants; ceramics; electronics; solder; test addition.
Cyanide (ppb)	200	200	ND	No	Discharge from plastic and fertilizer factories; Discharge from steel/metal factories

Unit Descriptions	
Term	Definition
ug/L	ug/L : Number of micrograms of substance in one liter of water
ppm	ppm: parts per million, or milligrams per liter (mg/L)
ppb	ppb: parts per billion, or micrograms per liter (µg/L)
pCi/L	pCi/L: picocuries per liter (a measure of radioactivity)
positive samples/month	positive samples/month: Number of samples taken monthly that were found to be positive
NA	NA: not applicable
ND	ND: Not detected
NR	NR: Monitoring not required, but recommended.
positive samples	positive samples/yr: The number of positive samples taken that year

Important Drinking Water Definitions	
Term	Definition
MCLG	MCLG: Maximum Contaminant Level Goal: The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.
MCL	MCL: Maximum Contaminant Level: The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.
TT	TT: Treatment Technique: A required process intended to reduce the level of a contaminant in drinking water.
AL	AL: Action Level: The concentration of a contaminant which, if exceeded, triggers treatment or other requirements which a water system must follow.
Variances and Exemptions	Variances and Exemptions: State or EPA permission not to meet an MCL or a treatment technique under certain conditions.
MRDLG	MRDLG: Maximum residual disinfection level goal. The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.
MRDL	MRDL: Maximum residual disinfectant level. The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.
MNR	MNR: Monitored Not Regulated
MPL	MPL: State Assigned Maximum Permissible Level

For more information please contact:

Contact Name: Michael P. Lopez

Address: P.O. Box 2646

Anthony, NM 88021

Phone: (575) 233-5742



SUSANA MARTINEZ
Governor
JOHN A. SANCHEZ
Lieutenant Governor

State of New Mexico
ENVIRONMENT DEPARTMENT
Office of the Secretary

121 Tijeras Avenue NE, Suite 1000
Albuquerque, NM 87102-3400
Telephone (505) 222-9500 Fax (505) 222-9510
www.nmenv.state.nm.us



BUTCH TONGATE
Secretary Designate
JUAN CARLOS BORREGO
Deputy Secretary

February 15, 2017

Email: luism@donaanacounty.org

Mr. Luis Marmolejo
Dona Ana County
Community Development Department
845 N. Motel Blvd.
Las Cruces, NM 88007

RE: Tierra del Sol Housing Corporation; Vado New Horizons Subdivision
NMED EIR 5399

Mr. Marmolejo:

Your letter regarding the above named project was received by the New Mexico Environment Department (NMED) and comments were provided by the Air Quality, Drinking Water, Ground Water Quality, Liquid Waste program, Solid Waste, and Surface Water Quality Bureaus.

Tierra del Sol Housing Corporation proposes to develop a three phase residential subdivision located on 23 acres in the community of Vado, New Mexico. Phase 1 will consist of 51 lots, Phase 2, 29 lots, and Phase 3, 17 lots.

Air Quality

The NMED Air Quality Bureau has evaluated the information submitted with the subdivision disclosure statement and provides comment that the use of Federal funds for the project in New Mexico will likely require that an air quality analysis and evaluation must be performed by the Environment Department. Please check with the funding source to ascertain whether an environmental report is needed and what types of analyses will be required.

In general, construction activities identified in this proposal will create temporary increases in pollutant emissions due to combustion-related construction equipment usage, demolition, debris removal and earth excavation and movement. Care should be taken to minimize fugitive dust and equipment emissions.

To further ensure air quality standards are met, applicable local or county regulations requiring noise and/or dust control must be followed; if none are in effect, controlling construction-related

air quality impacts during projects should be considered to reduce the impact of fugitive dust and/or noise on community members.

All asphalt, concrete, quarrying, crushing, and screening facilities contracted in conjunction with the proposed project must have current and proper air quality permits. For more information on air quality permitting and modeling requirements, please refer to 20.2.72 NMAC.

If air quality permits are required for the proposed action, permits will need to be administered by the New Mexico Environment Department (NMED).

Drinking Water Bureau

The Drinking Water Bureau (DWB) provides comment that Item 14 of the Subdivision Disclosure Statement shows that drinking water will be provided by the Lower Rio Grande Public Water Works Authority (Lower Rio Grande). The Lower Rio Grande Public Water Works Authority is a public water system that is regulated by the New Mexico Environment Department (NMED) Drinking Water Bureau (DWB). NMED DWB records show no active violations of any health based drinking water standard. The attached letter of commitment from Lower Rio Grande was referenced in Item 17 of the Disclosure Statement, but not included. The letter requires facilities to be constructed by a licensed contractor to the Lower Rio Grande Public Water Works Authority standards. Item 23 of the Disclosure Statement referenced a water quality report that was not included. These items should be attached to the statement.

The Disclosure Statement, Letter of Commitment and NMED DWB water quality records support a determination that that the project can provide water of an acceptable quality for human consumption and that measures will be taken to protect the water supply from contamination.

Groundwater Quality

Ground Water Quality Bureau (GWQB) staff reviewed the above-referenced project focusing specifically on the potential to affect groundwater resources in the area.

Implementation of the project will involve the use of heavy equipment, thereby leading to a possibility of contaminant releases (e.g., fuel, hydraulic fluid, etc.) associated with equipment malfunctions. The GWQB advises all parties involved in the project to be aware of notification requirements for accidental discharges contained in 20.6.2.1203 NMAC. Compliance with the notification and response requirements will further ensure the protection of groundwater quality in the vicinity of the project.

A copy of the Water Quality Control Commission Regulations, 20.6.2 NMAC, is available at <http://www.nmcpr.state.nm.us/nmac/parts/title20/20.006.0002.htm>.

Liquid Waste Disposal

The District III Liquid Waste program has evaluated the action submitted by Tierra Del Sol Housing Corporation regarding the development of the Vado New Horizons Subdivision. The subdivision area can be identified by the uniform property code 4-015-148-196-200 and is

located in Township 25S Range 3East and Section 21. The lots range in size from 0.138 to 0.301 acres. The subdivision is within a sewer service area provide by the County of Dona Ana and the homes will be required to connect to the sanitary sewer system at the time of construction. No septic system will be allowed within the subdivision as per Sections 201 and 301 C of 20.7.3 NMAC.

Solid Waste

The Solid Waste Bureau provides comment that any excavated solid waste, including any special waste such as regulated asbestos waste, must be properly managed, containerized, transported and disposed in accordance with the New Mexico Solid Waste Rules 20.9.2 – 20.9.10 NMAC. Upon discovery of any single area requiring excavation of more than 120 cubic yards of solid waste, excavation shall cease and a Waste Excavation Plan in accordance with 20.9.2.10(A) (15) NMAC shall be prepared and submitted to the SWB for review and approval prior to continuing with excavation operations.

Excavation or maintenance activities sometimes results in the knowing or inadvertent generation of regulated asbestos waste as there is the potential to excavate or otherwise impact asbestos cement pipes (sewer, water, or conduit). Suspect pipes, fragments or soils contaminated with related fragments or fines shall be sampled and analyzed by Polarized Light Microscopy ("PLM") to determine if the material contains greater than one percent (1%) asbestos. If so, the pipes, fragments, and/or contaminated soils require management as regulated asbestos waste, in accordance with the New Mexico Solid Waste Rules, 20.9.2-10 NMAC, including proper containerization, labeling, manifesting, transport by an approved commercial hauler, and disposal at a permitted solid waste facility.

Surface Water Quality

The Surface Water Quality Bureau provides comment that the U.S. Environmental Protection Agency (EPA) requires all “operators” (see Federal Register/Vol. 63, No. 128/Monday, July 6, 1998 pg. 36509) obtain National Pollutant Discharge Elimination System (NPDES) permit coverage for storm water discharges from construction projects that will result in the disturbance or re-disturbance of one or more acres, or smaller sites that are part of a larger common plan of development. The total area of disturbed soil and the area where the material removed is placed are included in the total disturbed soil footprint.

EPA requires that all operators (see Appendix A of the 2012 CGP) obtain NPDES permit coverage by submitting a Notice of Intent (NOI) for construction projects. Generally, this means that at least two parties will require permit coverage: the owner/developer of the construction project who has operational control over project specifications; the general contractor who has day-to-day operational control of those activities at the site which are necessary to ensure compliance with the SWPPP and other permit conditions; and, possibly other operators.

Part 9 of the 2012 CGP includes permit conditions applicable to specific states, Indian country lands, or territories. In the State of New Mexico, except on tribal land, permittees must ensure that there is no increase in sediment yield and flow velocity from the construction site (both

during and after construction) compared to pre-construction, undisturbed conditions (see Subpart 9.4.1.1 of the 2012 CGP).

The CGP was re-issued effective February 16, 2012. The CGP, NOI, deadlines for submitting an NOI, Fact Sheet, and Federal Register notice is available at:

<http://cfpub.epa.gov/npdes/stormwater/cgp.cfm>

The NPDES Storm Water permit requires that a Storm Water Pollution Prevention Plan (SWPPP) be prepared for the site and that appropriate Best Management Practices (BMPs) be installed and maintained both during and after construction to prevent, to the extent practicable, pollutants (primarily sediment, oil and grease and construction materials from construction sites) in storm water runoff from entering waters of the United States (U.S.). This permit also requires that permanent stabilization measures (revegetation, paving, etc.) and permanent storm water management measures (storm water detention/retention structures, velocity dissipation devices, etc.) be implemented post construction to minimize, in the long term, pollutants in storm water runoff from entering these waters.

If construction activity or disturbances are to take place in a river, including river banks and wetlands, a 404 dredge and fill permit issued by the U.S. Army Corps of Engineers (USACE) is required.

If you have any questions, please contact me at (505) 222-9552 or by email at thomas.skibitski@state.nm.us

Sincerely,

Thomas Skibitski

Environmental Impact Review Coordinator
NMED File Number: EIR # 5399

Email: luism@donaanacounty.org



MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features



Blowout



Borrow Pit



Clay Spot



Closed Depression



Gravel Pit



Gravelly Spot



Landfill



Lava Flow



Marsh or swamp



Mine or Quarry



Miscellaneous Water



Perennial Water



Rock Outcrop



Saline Spot



Sandy Spot



Severely Eroded Spot



Sinkhole



Slide or Slip



Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

Water Features



Streams and Canals

Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

Background



Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Dona Ana County Area, New Mexico

Survey Area Data: Version 12, Sep 26, 2014

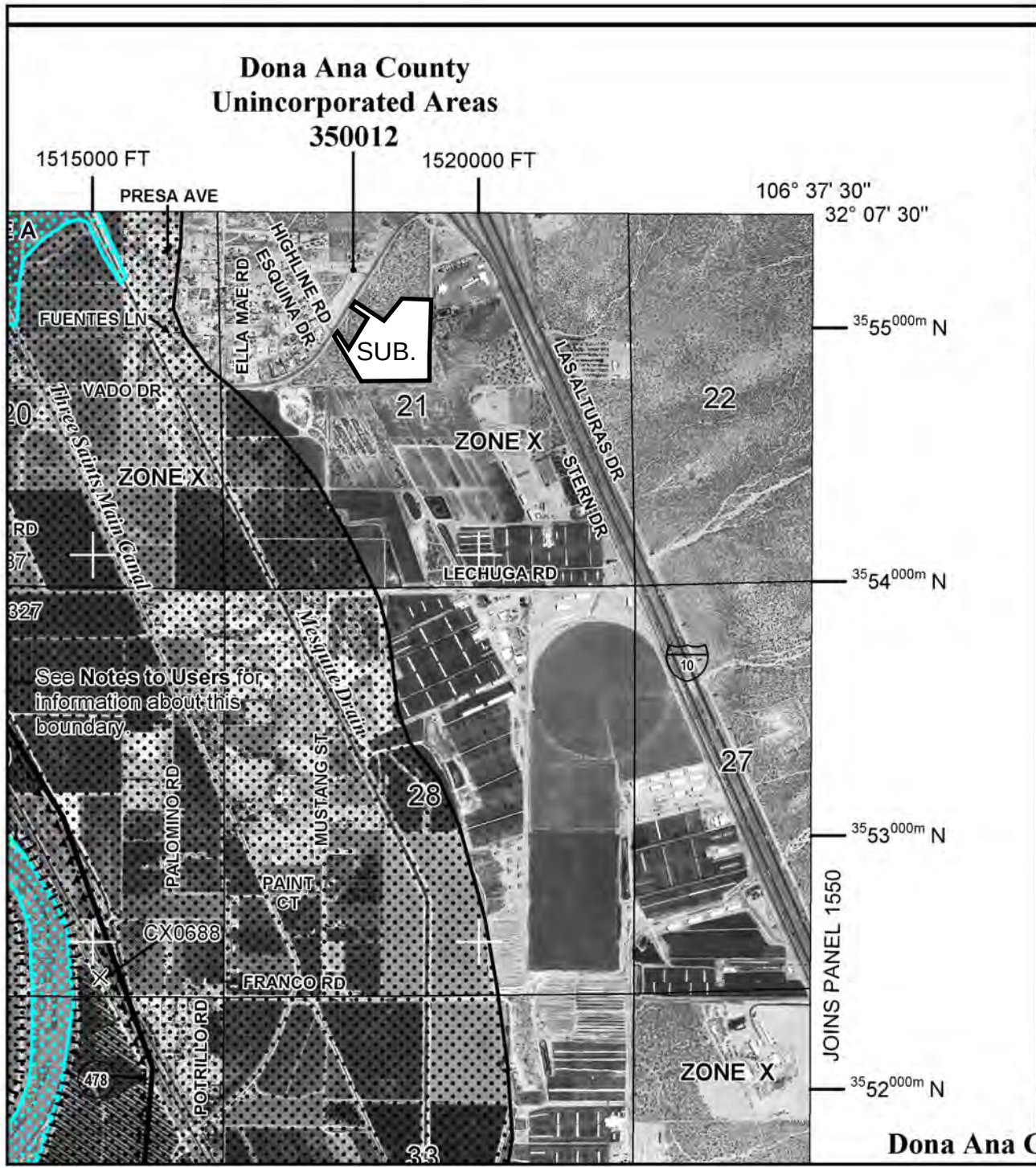
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 13, 2011—Jan 18, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Dona Ana County Area, New Mexico (NM690)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Ag	Agua silt loam, 0 to 2 percent slopes MLRA 42.2	20.5	1.1%
Ao	Anapra clay loam	3.9	0.2%
Ap	Anthony-Vinton fine sandy loams	5.1	0.3%
Ar	Anthony-Vinton loams, 0 to 1 percent slopes MLRA 42.2	15.0	0.8%
As	Anthony-Vinton clay loams	9.9	0.5%
Aw	Armijo clay loam	9.0	0.5%
Ax	Armijo clay	0.3	0.0%
Bf	Belen clay loam, 0 to 1 percent slopes MLRA 42.2	1.6	0.1%
Bg	Belen clay	30.5	1.6%
Bm	Bluepoint loamy sand, 0 to 5 percent slopes MLRA 42	600.5	31.2%
Bn	Bluepoint loamy sand, 5 to 15 percent slopes MLRA 42	367.3	19.1%
BO	Bluepoint loamy sand, 1 to 15 percent slopes MLRA 42	89.1	4.6%
BP	Bluepoint-Caliza-Yturbide complex	104.5	5.4%
Bs	Brazito very fine sandy loam, thick surface	6.6	0.3%
Ge	Glendale loam	50.5	2.6%
Gf	Glendale clay loam, 0 to 1 percent slopes MLRA 42.2	5.5	0.3%
Gg	Glendale clay loam, alkali	288.8	15.0%
Hg	Harkey loam	51.3	2.7%
Hh	Harkey loam, saline-alkali	158.7	8.3%
Hk	Harkey clay loam	17.5	0.9%
RF	Riverwash-Arizo complex	48.2	2.5%
RL	Rock outcrop-Lozier association	37.9	2.0%
Totals for Area of Interest		1,922.3	100.0%



**Dona Ana County
Unincorporated Areas**

350012

1515000 FT 1520000 FT

106° 37' 30" 32° 07' 30"

35° 55' 00" N

35° 54' 00" N

35° 53' 00" N

35° 52' 00" N

JOINS PANEL 1550

MAP SCALE 1" = 2000'

0 2000 4000 FEET

0 2000 4000 METERS

NFIP

PANEL 1525G

FIRM

FLOOD INSURANCE RATE MAP

**DONA ANA COUNTY,
NEW MEXICO**

AND INCORPORATED AREAS

PANEL 1525 OF 1925

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:	COMMUNITY	NUMBER	PANEL	SUFFIX
	DONA ANA COUNTY (UNINCORPORATED AREAS)	350012	1525	G

Notice to User: The Map Number shown below should be used when placing map orders, the Community Number shown above should be used on insurance applications for the subject community.

MAP NUMBER
35013C1525G

MAP REVISED
JULY 6, 2016

Federal Emergency Management Agency

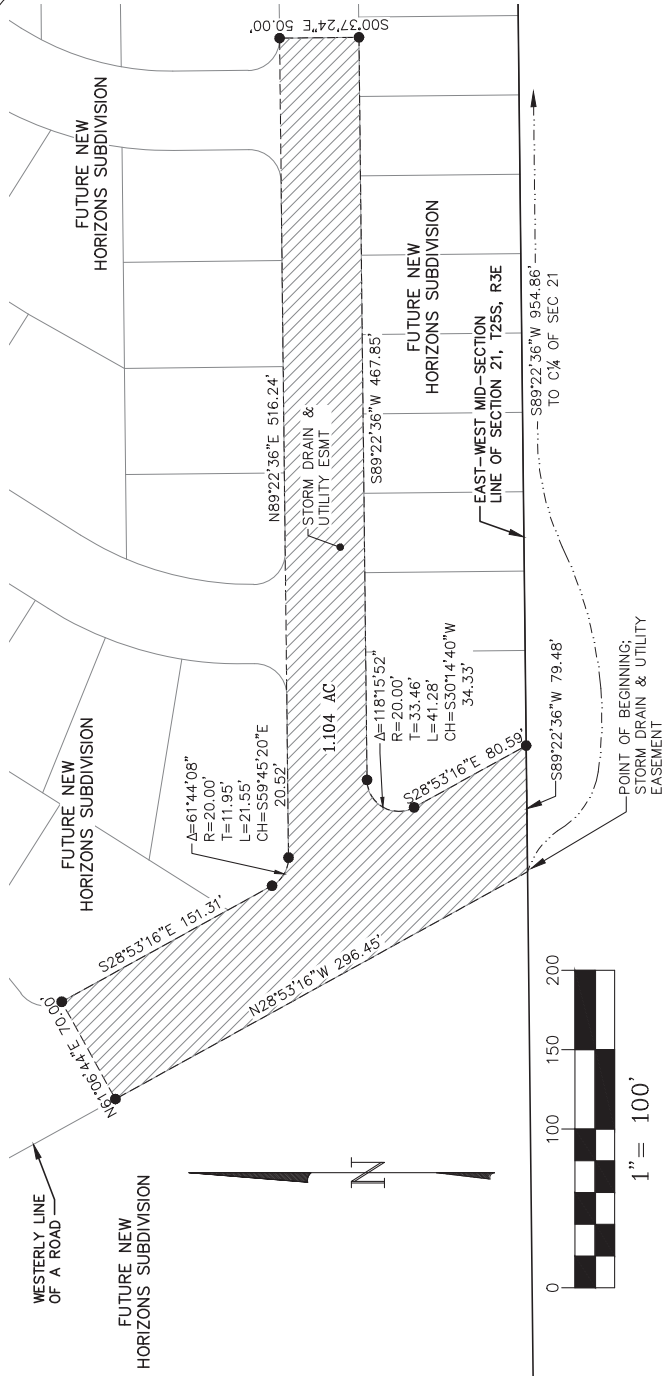
This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

PLAT OF STORM DRAIN
AND UTILITY EASEMENT
FOR THE NEW HORIZONS SUBDIVISION
SITUATED IN THE S½ NW¼ OF
SECTION 21, T25S, R3E, NMPM;
VADO, DOÑA ANA COUNTY, NEW MEXICO
JUNE 16, 2016

DESCRIPTION OF
STORM DRAIN AND UTILITY EASEMENT

A TRACT OF LAND LOCATED IN THE S½ NW¼ OF SECTION 21, T25S, R3E, IN VADO, DOÑA ANA COUNTY, NEW MEXICO. THIS TRACT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THIS TRACT, WHICH POINT LIES ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 21, AND FROM WHICH POINT THE CENTER QUARTER CORNER OF SAID SECTION 21 BEARS N89°22'36"E, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 21, A DISTANCE OF 954.86 FEET; THENCE N28°53'16"W, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF A ROAD, A DISTANCE OF 296.45 FEET TO THE NORTHWEST CORNER OF THIS TRACT; THENCE N61°06'44"E, LEAVING THE WESTERLY RIGHT-OF-WAY LINE OF A ROAD, A DISTANCE OF 70.00 FEET TO A CORNER OF THIS TRACT; THENCE S28°53'16"E A DISTANCE OF 151.31 FEET TO A CORNER OF THIS TRACT; THENCE S89°22'36"E, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CURVE LENGTH OF 21.55 FEET, A DELTA OF 61°44'08", AND WHOSE LONG CHORD BEARS S59°45'20"E A DISTANCE OF 20.52 FEET TO A CORNER OF THIS TRACT; THENCE N89°22'36"E A DISTANCE OF 516.24 FEET TO AN EASTERLY CORNER OF THIS TRACT; THENCE S00°37'24"E A DISTANCE OF 50.00 FEET TO AN EASTERLY CORNER OF THIS TRACT; THENCE S89°22'36"W A DISTANCE OF 467.85 FEET TO A CORNER OF THIS TRACT; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A CURVE LENGTH OF 41.28 FEET, A DELTA OF 118°15'52", AND WHOSE LONG CHORD BEARS S30°14'40"W A DISTANCE OF 34.33 FEET TO A CORNER OF THIS TRACT; THENCE S28°53'16"E A DISTANCE OF 80.59 FEET TO THE SOUTHEAST CORNER OF THIS TRACT, WHICH POINT LIES ON THE EAST-WEST MID-SECTION LINE OF SAID SECTION 21; THENCE S89°22'36"W, ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 21, A DISTANCE OF 79.48 FEET BACK TO THE POINT OF BEGINNING. THIS TRACT CONTAINS 1.104 ACRES, MORE OR LESS, OF LAND. SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.



SURVEYOR'S CERTIFICATE

I, LARRY O. UNDERWOOD, A REGISTERED NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION, THAT I AM RESPONSIBLE FOR THIS SURVEY, THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT AND THE FIELD SURVEY UPON WHICH IT IS BASED MEET THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO, AND THAT THIS PLAT & SURVEY IS NOT A SUBDIVISION AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

Larry Underwood
LARRY O. UNDERWOOD NMPEPS NO. 5983
DATE 06-17-16

5983
REGISTERED PROFESSIONAL ENGINEER
LAND SURVEYING

UNDERWOOD ENGINEERING
1430 W. AMADOR AVENUE
LAS CRUCES, NM 88005
PH: (575) 647-4329
PROJECT: 1618



Doña Ana Soil and Water Conservation District

USDA Service Center, NRCS Field Office, Suite 118

760 Stern Drive ■ Las Cruces, New Mexico 88005 ■ (575) 522-8775, Ext. 116 ■ www.daswcd.org

February 3, 2017

Luis Marmolejo
Community Development Department
Doña Ana County
845 N. Motel Boulevard
Las Cruces, NM 88007

Re: #SD16-001 Vado New Horizons, Review #2

Dear Mr. Marmolejo:

The Doña Ana Soil and Water Conservation District (SWCD) has conducted a second review of the revised terrain management plan and revised disclosure statement for the above-named subdivision. The attached checklist summarizes our review.

Based on this review, Doña Ana SWCD **does approve** of the plan contingent upon further improvements to the drainage plans as noted in the checklist.

Please contact our office if you have any questions.

Sincerely,

Joe Delk
Chairman

JD/mw

Attachment: Review #2 Worksheet



February 24, 2017

Mr. Luis Marmolejo
845 N. Motel Blvd.
Las Cruces, NM 88007

RE: **VADO NEW HORIZONS SUBDIVISION**

Dear Mr. Marmolejo,

The appropriate engineers of the New Mexico Department of Transportation have reviewed the submitted material on the above referenced development and comments or concerns to be addressed are as follows:

Environmental Bureau: When the developer is ready to apply for an access permit, they will need to contact Gary Funkhouser in our Environmental Bureau at 505-827-5692 for an environmental review and clearance for the NM 227 driveway access(es) as part of the permitting process.

Drainage Design Bureau: They need to include some real build note information on that plan for those culverts. It also needs to reference our standard drawings. D1 would need to tell you if the culverts fall within the clear-zone. If so, they need slope blankets; if not, pipe end sections would be sufficient.

District 1 Traffic Engineer: The developer has not submitted the access permit application and all the required documents to the District. We will review the culvert section as part the construction drawings and will determine if a slope blanket or end section will be required at that time. We will also review that all of drainage sections concerns are addressed in the plans.

South Region Design: Please ensure that the Developer acknowledges that construction activities, including traffic control, will be coordinated with any on-going NMDOT projects at the time of construction. I did not see it addressed in the re-submittal package.

If there are any questions you may contact me at (505) 827-5249 or by email at jeremy.lujan@state.nm.us.

Sincerely,


Jeremy Lujan
Property Management Agent

FILE#: **1783**

Susana Martinez
Governor

Tom Church
Cabinet Secretary

Commissioners

Ronald Schmeits
Chairman
District 4

Dr. Kenneth White
Secretary
District 1

David Sepich
Commissioner
District 2

Keith Mortensen
Commissioner
District 3

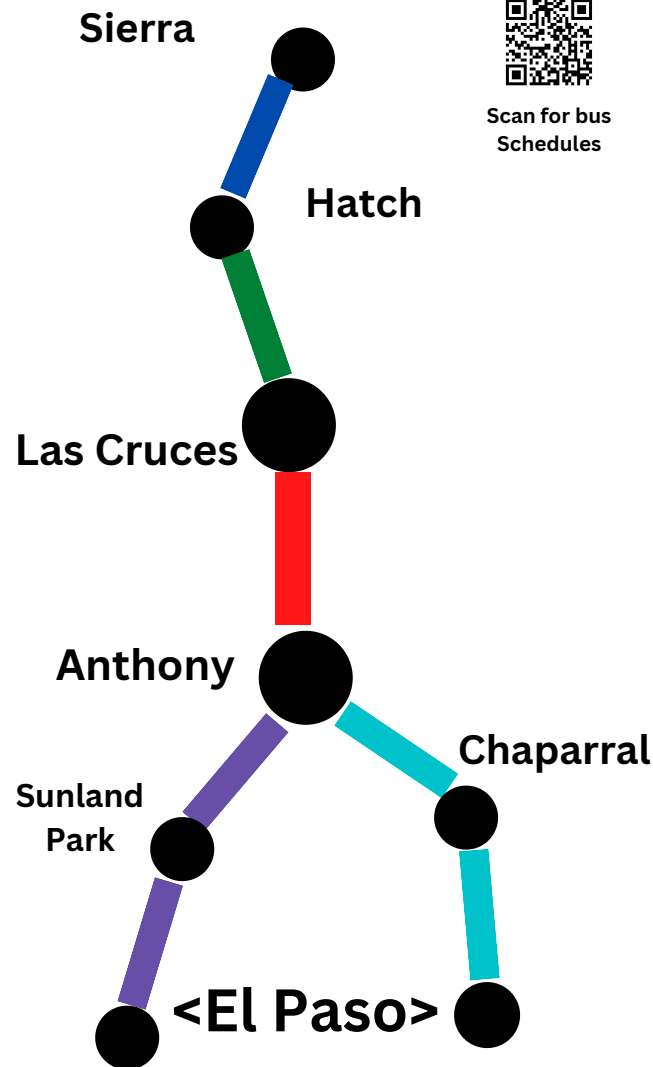
Butch Mathews
Commissioner
District 5

Jackson Gibson
Commissioner
District 6

Where can you GO!

*From Las Cruces to Hatch,
Hatch to Sierra County,
Anthony, Chaparral, Sunland
Park and El Paso, discover the
way to go on one of the new
SCRTD buses. WIFI Available
on every bus.*

*Desde Las Cruces hasta Hatch,
Hatch to Sierra County,
Anthony, Chaparral, Sunland
Park y El Paso, descubra el
camino a seguir en uno de los
nuevos autobuses de SCRTD.
WIFI disponible en todos los
autobuses.*



All routes are identified by color and offer several stops in between buses start and return to the same location.

Todas las rutas están identificadas por colores y ofrecen varias paradas entre el inicio y el regreso de los autobuses al mismo lugar.

GO RED!



Connecting Our Communities

Route Schedule & Map

Effective March 2025

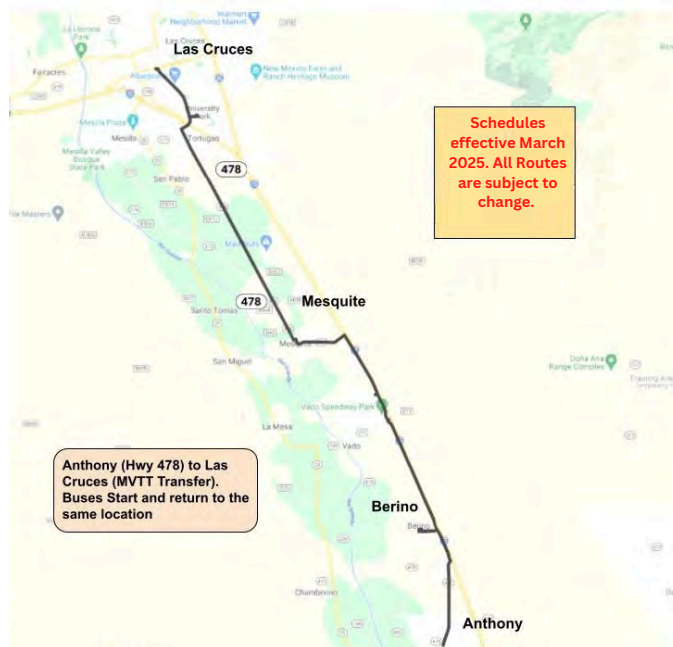


Red Line/Linea Roja



Red Line / Linea Roja												
Monday through Friday												
RED ROUTE (NORTHBOUND)												
1	Anthony Transfer	6:20	7:00	8:00	9:00	10:00	12:00	1:00	2:00	3:00	4:00	5:00
2	Berino Park	*	7:11	8:11	9:11	10:11	12:11	1:11	2:11	3:11	4:11	5:11
3	Del Cerro/Cristo Rd	*	7:19	8:19	9:19	10:19	12:19	1:19	2:19	3:19	4:19	5:19
4	Mesquite Elementary	*	7:29	8:29	9:29	10:29	12:29	1:29	2:29	3:29	4:29	5:29
5	Union & Oak	*	7:42	8:42	9:42	10:42	12:42	1:42	2:42	3:42	4:42	5:42
6	NMSU @ Gerald Thomas Hall	*	7:47	8:47	9:47	10:47	12:47	1:47	2:47	3:47	4:47	5:47
7	MVITT Las Cruces Transfer	7:00	8:00	9:00	10:00	11:00	1:00	2:00	3:00	4:00	5:00	6:00
RED ROUTE (SOUTHBOUND)												
7	MVITT Las Cruces Transfer	7:00	8:00	9:00	10:00	11:00	1:00	2:00	3:00	4:00	5:00	6:00
6	NMSU @ Gerald Thomas Hall	7:08	8:08	9:08	10:08	11:08	1:08	2:08	3:08	4:08	5:08	*
5	Union & Oak	7:13	8:13	9:13	10:13	11:13	1:13	2:13	3:13	4:13	5:13	*
4	Mesquite Elementary	7:26	8:26	9:26	10:26	11:26	1:26	2:26	3:26	4:26	5:26	*
3	Del Cerro/Cristo Rd	7:36	8:36	9:36	10:36	11:36	1:36	2:36	3:36	4:36	5:36	*
2	Berino Park	7:44	8:44	9:44	10:44	11:44	1:44	2:44	3:44	4:44	5:44	*
1	Anthony Transfer	8:00	9:00	10:00	11:00	12:00	2:00	3:00	4:00	5:00	6:00	7:00

Route break at Anthony transfer 11:00 am-12:00pm



Anthony Transfer to Las Cruces Buses start and return to the same location

All Routes subject to change

FREE Fare starting January 5, 2024 until June 30, 2025

Red Line/ Linea Roja					
Saturday					
RED ROUTE (NORTHBOUND)					
1	Anthony Transfer	9:00	11:00	2:00	4:00
2	Berino Park	9:11	11:11	2:11	4:11
3	Del Cerro	9:19	11:19	2:19	4:19
4	Mesquite Elementary	9:29	11:29	2:29	4:29
5	Union & Oak	9:42	11:42	2:42	4:42
6	NMSU	9:47	11:47	2:47	4:47
7	MVITT Las Cruces Transfer	10:00	12:00	3:00	5:00
RED ROUTE (SOUTHBOUND)					
7	MVITT Las Cruces Transfer	10:00	12:00	3:00	5:00
6	NMSU	10:08	12:08	3:08	5:08
5	Union & Oak	10:13	12:13	3:13	5:13
4	Mesquite Elementary	10:26	12:26	3:26	5:26
3	Del Cerro	10:36	12:36	3:36	5:36
2	Berino Park	10:44	12:44	3:44	5:44
1	Anthony Transfer	11:00	1:00	4:00	6:00
Route break @ Anthony Transfer from 1:00pm-2:00pm					

Route break @ Anthony Transfer from 1:00pm-2:00pm





Susana Martinez
Governor

STATE OF NEW MEXICO
DEPARTMENT OF CULTURAL AFFAIRS
HISTORIC PRESERVATION DIVISION

BATAAN MEMORIAL BUILDING
407 GALISTEO STREET, SUITE 236
SANTA FE, NEW MEXICO 87501
PHONE (505) 827-6320 FAX (505) 827-6338

September 19, 2016

Luis Marmolejo
Senior Planner
Community Development Department
Dona Ana County
845 N. Motel Blvd
Las Cruces, New Mexico 88007

Re: #SD16-001/Vado New Horizons, a Type Two Subdivision, Submitted by Tierra Del Sol Corporation, A Three-Phase Residential Subdivision Located on 23 Acres. (HPD Log No. 104353)

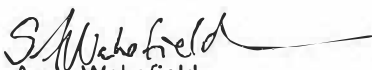
Dear Mr. Marmolejo:

I am writing in response to your request for review and comment on the above referenced project. According to our files, there are no cultural resources listed on the State Register of Cultural Properties or the National Register of Historic Places. In addition, a review of our archaeological records database shows that there are no known archaeological sites within the permit area.

Although our records show that there are no archaeological sites within the planned subdivision area, a complete archaeological survey of the area has not been conducted and there is a potential for unknown archaeological sites to exist within the permit area. Although a cultural resources survey is not required, the developer is encouraged to have a cultural resources survey conducted by a professional archaeologist to ensure that significant archaeological sites are not inadvertently damaged or destroyed.

If you have any questions, please do not hesitate to contact me. I can be reached by email at andy.wakefield@state.nm.us or by telephone at (505) 827-6162.

Sincerely,


Andy Wakefield
Archaeologist