



VILLAGE OF MAGDALENA

P.O. BOX 145 / 108 N. MAIN STREET

MAGDALENA, NM 87825

PH: 575.854.2261 FAX: 575.854.2273

www.villageofmagdalena.com

AGENDA

NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES

MONDAY, MARCH 25, 2024, AT 5:00 PM

VILLAGE HALL 108 N. MAIN STREET

MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT THE FOLLOWING LINK:

<https://us06web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

PLEASE SILENCE ALL ELECTRONIC DEVICES

-
1. CALL TO ORDER
 2. ROLL CALL
 3. PLEDGE OF ALLEGIANCE
 4. APPROVAL OF AGENDA
 5. APPROVAL OF MINUTES
 - a. REGULAR MEETING – MARCH 11, 2024
 6. APPROVAL OF CASH BALANCE REPORT
 7. APPROVAL OF BILLS
 8. MAYOR'S REPORT
 9. CLERK'S REPORT
 10. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO APPOINT TRUSTEE FOR REMAINDER OF FOUR-YEAR TERM TO REPLACE TRUSTEE HARVAN CONRAD
 11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF OUT-OF-STATE TRAVEL TO LAS VEGAS NEVADA FOR "SPRING HOSTAGE CONFERENCE" AND "LEADERSHIP FOR TROUBLING TIMES" TRAINING FOR MARSHAL MICHAEL ZAMORA AND CAPTAIN BRIAN WATERMAN APRIL 29 THROUGH MAY 4TH
 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF GRANT AGREEMENT #A23H-2064 BETWEEN THE VILLAGE OF MAGDALENA AND THE STATE OF NEW MEXICO DEPARTMENT OF AGING AND LONG-TERM SERVICES FUND 89200 CAPITAL APPROPRIATION PROJECT FOR \$108,000 FOR THE MAGDALENA SENIOR CENTER TO PURCHASE AND INSTALL MEALS EQUIPMENT AND OTHER EQUIPMENT
 13. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS

MONDAY, MARCH 25, 2024, AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES

14. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION FOR UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT THE VILLAGE OFFICE, 108 N. MAIN STREET, MAGDALENA, NM 87825. PUBLIC DOCUMENTS, INCLUDING THE AGENDA AND MINUTES, CAN BE PROVIDED IN VARIOUS ACCESSIBLE FORMATS. PLEASE CONTACT THE VILLAGE CLERK/TREASURER IF A SUMMARY OR OTHER TYPE OF ACCESSIBLE FORMAT IS NEEDED. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AID OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE VILLAGE CLERK AT 575-854-2261 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

DRAFT

**MINUTES OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, MARCH 11, 2024, AT 5:00 PM
VILLAGE HALL 108 N. MAIN STREET**

**MEMBERS OF THE PUBLIC WHO WISH TO ATTEND AND LISTEN TO THE MEETING VIA ZOOM MAY DO SO AT
THE FOLLOWING LINK:**

<https://us02web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

CALL TO ORDER: Mayor Rumpf called the Regular Meeting to order at 5:01 p.m.

PRESENT: Mayor Richard Rumpf, Trustee James Nelson, Trustee, Harvan Conrad, Trustee Donna Dawson, Trustee Clark Brown, Juanita Puente- Clerk/Treasurer, Carleen Gomez–Deputy Clerk

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Attorney -Randy VanVleck, Tamara Lombardi, Cricket Courtney

ABSENT: Michael Steininger-Finance Officer, Collier J. Nelson-Assistant Clerk

GUESTS: Paulettica Monte, Ray Martinez, Dr. Glenn Haven – Magdalena Schools Superintendent, Aimee Thompson, Michael Thompson, Lynn Coleman, Linda Montoya, Catherine DeMaria, Michael Zamora-Marshal, Jessica Carranza

Marshal Michael Zamora led the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Clark Brown moved to approve the agenda, and Harvan Conrad seconded the motion. The motion carried unanimously.

APPROVAL OF MINUTES

- a. **REGULAR MEETING – FEBRUARY 26, 2024:** Donna Dawson moved to approve the minutes as presented, and Clark Brown seconded the motion. The motion carried unanimously.
- b. **REGULAR MEETING RESCHEDULED – MARCH 1, 2024:** Harvan Conrad moved to approve the minutes as presented, and Donna Dawson seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson moved to approve the Cash Balance Report, and Harvan Conrad seconded the motion. The motion carried unanimously.

APPROVAL OF BILLS: Donna Dawson moved to approve the Bill List, and Clark Brown seconded the motion. The motion carried unanimously.

BILL LIST

120 WATER		\$5,000.00
ADMIN OFFICE OF THE COURTS		\$405.00

ALBUQUERQUE PUBLISHING		\$613.11
CITY OF SOCORRO		\$1,157.10
DOOLEY ENTERPRISES, INC.		\$565.84
DPC INDUSTRIES		\$375.35
GALL'S		\$1,666.85
KONICA MINOLTA		\$373.56
LAW ENFORCEMENT SYSTEMS		\$240.00
NM LOCAL GOVERNMENT LAW		\$443.42
NM TRACTOR SALES		\$300.00
QUICK MED CLAIMS, LLC		\$435.93
SOCORRO ELECTRIC COOP		\$178.75
USA BLUEBOOK		\$1,324.14
VERIZON WIRELESS		\$938.49
WEX BANK		\$3,357.93
WNM COMMUNICATIONS		\$894.66
TOTAL		\$18,270.13

MAYOR'S REPORT:

Mayor Rumpf read and presented a "Letter of Resignation" as Trustee, Harvan Conrad due to health concerns.

CLERK'S REPORT: Clerk/Treasurer Juanita Puente reported that she is continuing to work on and facilitate grants for the Village.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SOCORRO AND THE VILLAGE OF MAGDALENA FOR THE PURPOSE OF PROVIDING LIMITED ANIMAL CONTROL SERVICES – JURISDICTION OF THE VILLAGE OF MAGDALENA.

Trustee James Nelson stated that there were errors on the Memorandum of Agreement, and it needed to be corrected by Socorro County before Mayor Rumpf could sign and date the agreement.

Donna Dawson moved to approve the MOA pending corrections and Harvan Conrad seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown: Aye

Donna Dawson: Aye

Harvan Conrad: Aye

James Nelson: Aye

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF THE TRUJILLO WELL EQUIPPING RE-BIDDING AND CONSTRUCTION SUPPORT SERVICES

Mayor Rumpf reported that we are waiting for the contract for signature.

James Nelson moved to approve the re-bidding document, and Harvan Conrad seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion carried unanimously.

EXECUTIVE SESSION – THE FOLLOW MATTERS WILL BE DISCUSSED IN CLOSED SESSION: MOTION & ROLL CALL VOTE TO GO INTO EXECUTIVE SESSION AND THAT, PURSUANT TO NEW MEXICO STATE STATUTES SECTION 10-15-1, ONLY THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:

Donna Dawson moved to go into Executive Session at 5:18 pm, and Harvan Conrad seconded the motion. Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion carried unanimously.

a. NMSA 10-15-1(H)(2) LIMITED PERSONNEL MATTERS

I. MAGDALENA SCHOOLS SECURITY OFFICER

II. JOINT UTILITY WORKER

- **MOTION & ROLL CALL VOTE TO RETURN TO REGULAR SESSION**
- **MOTION & ROLL CALL VOTE THAT MATTERS DISCUSSED IN CLOSED SESSION WERE LIMITED TO THOSE SPECIFIED IN MOTION FOR CLOSURE, AND THAT NO FINAL ACTION WAS TAKEN, AS PER NEW MEXICO STATUTES SECTION 10-15-1:** Donna Dawson moved to return to regular session at 5:34 pm, Clark Brown seconded the motion. Donna Dawson certified that only the matters on the agenda were discussed in Executive Session and no decisions were made.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MAGDALENA SCHOOLS SECURITY OFFICER JOB DESCRIPTION

Harvan Conrad moved to approve Ms. Pauletta Monte as the Magdalena Schools Security Officer and Donna Dawson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Harvan Conrad: Aye

Donna Dawson: Aye

Clark Brown: Absent

The motion carried unanimously.

DISCUSSION AND POSSIBLE DECISION REGARDING APPROVAL OF HIRING OF JOINT UTILITY WORKER

Harvan Conrad moved to approve hiring Mr. Virgil Apachito and Joint Utility Worker and James Nelson seconded the motion.

Mayor Rumpf requested a Roll Call vote:

Clark Brown: Aye

Donna Dawson: Aye

Harvan Conrad: Aye

James Nelson: Aye

The motion carried unanimously.

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Linda Montoya questioned hiring someone before presenting to the Trustees in a Council Meeting. Mayor Rumpf answered that he has the authority to do so before a meeting. Linda Montoya also asked where the funding is coming from to hire the Security Officer for the Magdalena Schools. Marshal Zamora replied to the Security Officer question, stating that they will be paid through the Police Recruitment Funding and those funds will last 3 years.

Dr. Haven, the School Superintendent, wanted to express his appreciation for the new Security Officer for the safety of the schools, including the staff and students.

Mayor Rumpf reported that the South-Central Council of Governments SCCOG has money to distribute to communities in need. During the legislative session we will be receiving \$200,000.00 in Capital Outlay funds for emergency generators for the Senior Center, Marshal's office, the Fire Station, and the Village office. In the event of a power outage our wells can go about 2 ½ days with reserves before we need to power up the generators. There will be another \$160,000.00 in discretionary funds coming from State Representative Gail Armstrong for the Village of Magdalena and it has a broad range so we can use it for quite a few things. There will also be another \$375,000.00 for the Trujillo Well construction to install a plug-in for a generator. Mayor Rumpf stated that if we can find reasonable prices, we can install new furnaces and replace the deck at the library.

Jessica Carranza reported that her donkeys were attached by a pack of 6 dogs owned by a neighbor. The owner was charged and didn't show up for court and now has a warrant out for his arrest but has not yet been arrested. Mayor Rumpf stated that the Marshal's office will handle it.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 5:49 pm, and Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Richard Rumpf
Mayor

VoM Clerk

From: Flamingo Las Vegas <email@email.caesars-marketing.com>
Sent: Thursday, March 14, 2024 5:12 PM
To: VoM Clerk
Subject: Flamingo Las Vegas Reservation Confirmation



Dear Michael,

Thank you for choosing Flamingo Las Vegas. Please contact us should you have any questions or if you would like further assistance with your upcoming visit.

**CONFIRMATION
NUMBER**



[MANAGE ITINERARY](#)

TRIP SUMMARY

Flamingo Las Vegas

3555 LAS VEGAS BLVD SOUTH
LAS VEGAS, NV 89109
702-733-3111

Guest Name: Michael Zamora

Room Type: DLX KING N/S

Check In Date: 04/27/2024

Check Out Date: 05/04/2024

Number of Rooms: 1

Adults: 1

Children: 0

Subtotal: \$693.00

Resort/Other Fees: \$175.77

Taxes: \$92.75

Room Total: \$961.52

Name on Card: Michael Zamora

Card Number: XXXX-XXXX-XXXX-XXXX

For questions or changes regarding your reservation, please contact Caesars Entertainment at 1-866-503-5494 from 6am to 12am PT, 7 days a week.

GRAND TOTAL: \$961.52

**TERMS AND CONDITIONS
HOTEL**

* SUPER BOWL LVIII: For guest arriving on 2/9/2024, 2/10/2024, or 2/11/2024 a full non-refundable deposit of room and room tax is due at time of booking to the credit card provided. Resort fees and resort fee tax will be due at property. This deposit is non-refundable, and cancellation will result in 100% forfeit of deposit.

CANCELLATION POLICY A 48-hour cancellation notice is required prior to your arrival date to receive a refund of your deposit except on non-refundable, non-transferable reservations. Non-refundable reservations may not be cancelled or changed. If you cancel within 48-hours, including reservations made within 2 days of your arrival, you will be charged the 1st night's room rate and tax. Complimentary rooms booked will be subject to a \$50 no-show fee, plus tax if the reservation is not canceled within the cancellation window. For Caesars Rewards customers, this amount will be deducted from your Caesars Rewards account. Declined or invalid credit card numbers may result in cancellation of booking without prior notice. If you are booking a group, package, or special room offer please refer to the terms and conditions of the group, package or special offer. RIGHT TO CANCEL / ERRORS / MISTAKES This website or mobile application may contain technical inaccuracies and typographical or other errors in connection with information displayed on the website or mobile application, including, without limitation, inaccurate rates.

VoM Clerk

From: Flamingo Las Vegas <email@email.caesars-marketing.com>
Sent: Thursday, March 14, 2024 5:12 PM
To: VoM Clerk
Subject: Flamingo Las Vegas Reservation Confirmation



Dear Brian,

Thank you for choosing Flamingo Las Vegas. Please contact us should you have any questions or if you would like further assistance with your upcoming visit.

**CONFIRMATION
NUMBER**



[MANAGE ITINERARY](#)

TRIP SUMMARY

Flamingo Las Vegas

3555 LAS VEGAS BLVD SOUTH
LAS VEGAS, NV 89109
702-733-3111

Guest Name: Brian Waterman

Room Type: DLX KING N/S

Check In Date: 04/27/2024

Check Out Date: 05/04/2024

Number of Rooms: 1

Adults: 1

Children: 0

Subtotal: \$693.00

Resort/Other Fees: \$175.77

Taxes: \$92.75

Room Total: \$961.52

Name on Card: Brian Waterman

Card Number: XXXX-XXXX-XX [REDACTED]

For questions or changes regarding your reservation, please contact Caesars Entertainment at 1-866-503-5494 from 6am to 12am PT, 7 days a week.

GRAND TOTAL: \$961.52

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HOTEL**

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(<https://publicagencytrainingcouncil.arlo.co/w/>)

(<https://publicagencytrainingcouncil.arlo.co/w/search>)

(<https://publicagencytrainingcouncil.arlo.co/checkout>)

(<https://publicagencytrainingcouncil.arlo.co/w/portal/>)

Spring Hostage Conference - 2024

2.5 Days

\$475.00 excl. Tax **X2**

Andrew Young, Harry Drucker, Will Huddler

20 PD hours

Display filters

29
Apr

Nevada

3 days, 8:00 AM – 4:00 PM PDT

Confirmed



> Suggest another date/location (<https://publicagencytrainingcouncil.arlo.co/register-interest?t=0&e=9d21ff44-4fa2-440e-842d-a83d7919c2c6>)

Description

Andy Young - April 29, 2024

A review of the basics of hostage (crisis) negotiations, including the principles of influence and persuasion.

A review of how to be a coach/secondary negotiator

The purpose of callout debriefings and how to run them for effectiveness.

Kidnap negotiations

4 Callout Debriefings:

Negotiating with a subject at the top of a cell tower

Negotiating with a warrant suspect in an underground bunker

Negotiating with a barricaded, suicidal subject

Negotiating with an armed and suicidal child murder suspect

Harry Drucker - April 30, 2024

- Negotiating with the LGBTQ Community - This presentation covers the unique aspects of negotiating with people in crisis who identify as members of this community.

- Black Friday Barricade – This presentation will cover A Suicidal Robbery suspect who robbed a drug store for Oxy, then barricaded in a Verizon store. It will cover Suicide Intervention, incident debrief, officer wellness and resiliency.

- Building Rapport -

- When Negotiations go mobile -

Will Huddler – May 1, 2024

"Exposed - Leading amidst Chaos & Surviving the Aftermath"

Description: A leadership-centered tactical debrief on lessons learned from the TOC, while managing the worst mass shooting incident in modern policing history, delivered by Will Huddler, ret. LVMPD Lt. and SWAT Tactical Commander on 10/1/17. Additionally, a pointed discussion and leadership tools prioritizing operator/agency survival in the aftermath of tragedy.



(<https://publicagencytrainingcouncil.arlo.co/w/>)

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[👤 \(https://publicagencytrainingcouncil.arlo.co/w/portal/\)](https://publicagencytrainingcouncil.arlo.co/w/portal/)

Leadership for Troubling Times

🕒 2.5 Days

💰 \$425.00 **x2**

👤 Silouan Green

🕒 20 PD hours

Display filters

1 Nevada
May 3 days, 8:00 AM – 4:00 PM PDT

Confirmed



Show me more dates

> Suggest another date/location (<https://publicagencytrainingcouncil.arlo.co/register-interest?t=0&e=206aeec8-08f8-4f39-a601-2336bc5ca2ff>)

Description

Course Objectives and Agenda (CLICK HERE)

(<https://drive.google.com/file/d/1Fr5x2a16jNmNil2R6loHmJAq9BIA3OjX/view?usp=sharing>)

Please be aware that this class is a 20-hour training. Therefore, the first two days of training will be 8am-5pm local time. The last day will be 8am-12pm local time.

Leadership for Troubling Times

Make an Impact on Your Team With Tools You Can Immediately Put Into Use

Increase Morale and Build Leaders

Improve your time management and delegation skills

Help your officers better make the transition home

Create a mentally resilient team

This course, utilizing practical exercises and department-tested theories, teaches the core principles needed of every leader from new recruits to chiefs. This practical instruction is used by departments nationwide, large and small.

Our philosophy is that leadership is not a rank; it is the ability to take people somewhere. We break this down into three proficiencies:

1. The Character of Leadership - who you are is the most important factor in leadership. More importantly, how do you teach these characteristics to those you lead in a consistent, unbiased way.
2. The Vision of Leadership - Where are you taking your team? Leaders take people places. Clear vision and goals create improved morale and performance.
3. The Accountability of Leadership - Accountability is a two-way street; how do you hold your team accountable? Better yet, how do they hold you accountable?

Organizations that are built on a foundation of leadership have better esprit de corps, higher performance, clearer goals and communication, and are more resilient to the challenges in an increasingly dynamic and challenging world. Each student will learn from real-life examples, practical application, and lessons from historically great leaders and teachers.

Class Learning Objectives:

1. Develop a core competency of leadership skills that translates department-wide
2. Tools for clearer communication and instructions
3. Better understand personality types and how to use the differences to your advantage
4. Inspire courage and moral authority
5. Create and chart a leadership vision
6. Create and lead a culture of accountability
7. Tools for building resilient organizational structure and actionable planning
8. Lead with real humility that inspires others to be continually improving
9. Be the spark of initiative and creative problem-solving for those you lead
10. Learn to utilize and understand timeless leadership principles such as the Paradigm Effect, DISC personality assessment, and SWOT analysis

"Leadership is a potent combination of strategy and character. But if you must be without one, be without strategy" - Norman Schwarzkopf

"Leaders become great, not because of their power, but because of their ability to empower." - John C. Maxwell

"The day your soldiers stop bringing you their problems is the day you stopped leading them." - Colin Powell

COMMENTS FROM PAST STUDENTS:

"Our agency has been transformed by this class. We've sent all our sergeants, and improvement in morale has been overwhelming."

"Practical skills that I could put to use immediately."

"Engaging, fun, a great opportunity to improve my leadership skills."

"I recommend this class to all levels of law enforcement leadership. As a Chief with decades of experience, I learned a lot."

"A ton of lessons I can easily pass on to my squad."

About the Instructor, Silouan Green:

Silouan has spoken and taught nationally for over two decades on leadership, peer support, PTSD, and mental health. He has taught around the country for organizations such as: the New York Police Department, National Park Service, Department of Homeland Security, National Association of Hostage Negotiators, California Highway Patrol, Broward County Sheriff's Office, Chicago Police Department, Bureau of Land Management, Walter Reed Medical Center, Fort Bragg, the University of California, the University of Wisconsin, Indiana University, Purdue University, Fort Campbell, Camp Lejeune, the American Red Cross, the Marine Corps League, Mental Health America, the National Association of Mental Illness, the Veterans Administration, the National Guard, hundreds of police and sheriff's departments, countless conventions, and many other mental health and community organizations across the country.

Silouan is focused on delivering solid information and practical tools for leading. He gives a broad perspective that officers find refreshing, educational, and most of all, motivating to lead. What you learn in his classes can be implemented immediately to improve the morale and effectiveness of your team.

Silouan graduated from Vanderbilt University and then accepted a commission in the United States Marine Corps. While serving in the Marines, Silouan was involved in a jet training accident. In the ejection, Silouan's back was broken and his co-pilot tragically killed. This horrible event and the complications that followed led to the development of Post-Traumatic Stress Disorder, PTSD. He was disability discharged and then had to learn to put his life back together. It began with a two-year motorcycle journey where he learned to live. He then devoted the rest of his life to service and helping others overcome trauma. He has written three books: "The Ladder UPP", "Who Am I?", and "Sycamore Hill".

Similar seminars

> Supervision and Leadership Training: Corrections/Jail
(<https://publicagencytrainingcouncil.arlo.co/w/seminars/2-supervision-and-leadership-training-corrections-jail>)

> Arrest, Search and Seizure: Law Enforcement Best Practices



LEADERSHIP FOR TROUBLING TIMES

Registration:
1-800-365-0119
WWW.PATC.COM

MAY 1-3,
2024

FLAMINGO LAS VEGAS

3555 LAS VEGAS BLVD S
LAS VEGAS, NV 89109



SILOUAN GREEN
Instructor

**MAKE AN IMPACT ON YOUR TEAM WITH TOOLS
YOU CAN IMMEDIATELY PUT INTO USE**

Embark on a transformative leadership journey with our course, merging practical exercises and proven theories tailored for leaders at all levels. Explore the core principles of leadership, from personal integrity to clear goal-setting and fostering accountability within teams. Learn essential communication techniques, harness personality differences for advantage, and ignite morale and initiative within your organization. By integrating timeless leadership principles and real-world examples, this course empowers you to cultivate resilient, goal-oriented cultures that inspire continuous improvement.

Training Location: Las Vegas, Nevada
Instructor: Silouan green

Class Learning Objectives:

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9. Be the spark of initiative and creative problem-solving for those you lead
10. Learn to utilize and understand timeless leadership principles such as the Paradigm Effect, DISC personality assessment, and SWOT analysis

Learn More & Register

Public Agency Training Council | 2230 Stafford Rd., Plainfield, IN 46168

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Leadership for Troubling

Instructor: Silouan Green

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Course Description

Make an Impact on Your Team with Tools You Can Immediately Put into Use
Increase Morale and Build Leaders
Improve your time management and delegation skills!
Help your officers better make the transition home!
Create a mentally resilient team!

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2. The Vision of Leadership - Where are you taking your team? Leaders take people's places. Clear vision and goals create improved morale and performance.
3. The Accountability of Leadership - Accountability is a two-way street; how do you hold your team accountable? Better yet, how do they hold you accountable?

Organizations that are built on a foundation of leadership have better esprit de corps, higher performance, clearer goals, and communication, and are more resilient to the challenges in an increasingly dynamic and challenging world. Each student will learn from real-life examples, practical applications, and lessons from historically great leaders and teachers.

Class Learning Objectives:

1. Develop a core competency of leadership skills that translates department-wide.

Leadership for Troubling

2. Tools for clearer communication and instructions
3. Better understand personality types and how to use the differences to your advantage.
4. Inspire courage and moral authority.
5. Create and chart a leadership vision.
6. Create and lead a culture of accountability.
7. Tools for building resilient organizational structure and actionable planning.
8. Lead with real humility that inspires others to continually improve.
9. Be the spark of initiative and creative problem-solving for those you lead.
10. Learn to utilize and understand timeless leadership principles such as the Paradigm Effect, DISC personality assessment, and SWOT analysis.

"Leadership is a potent combination of strategy and character. But if you must be without one, be without strategy" - Norman Schwarzkopf

"Leaders become great, not because of their power, but because of their ability to empower." - John C. Maxwell

"The day your soldiers stop bringing you their problems is the day you stopped leading them." - Colin Powell

COMMENTS FROM PAST STUDENTS:

"Our agency has been transformed by this class. We've sent all our sergeants, and improvement in morale has been overwhelming."

"Practical skills that I could put to use immediately."

"Engaging, fun, a great opportunity to improve my leadership skills."

"I recommend this class to all levels of law enforcement leadership. As a Chief with decades of experience, I learned a lot."

"A ton of lessons I can easily pass on to my squad."

Day 1

- 8:00 am – 8:30 am Registration
- 8:30 am – 10:00 am Lessons from Gettysburg
The Paradigm Effect
- 10:00 am – 12:00 pm The Character of Leadership
- 12:00 pm – 1:00 pm **Lunch (On Your Own)**
- 1:00 pm – 4:30 pm The Character of Leadership (continued)

Day 2

- 8:00 am – 10:00 am A Message to Garcia
Inspiring Personal Accountability

Leadership for Troubling

10:00 am – 12:00 pm The Vision of Leadership

12:00 pm – 1:00 pm **Lunch (On Your Own)**

1:00 pm – 3:00 pm The Vision of Leadership (*continued*)

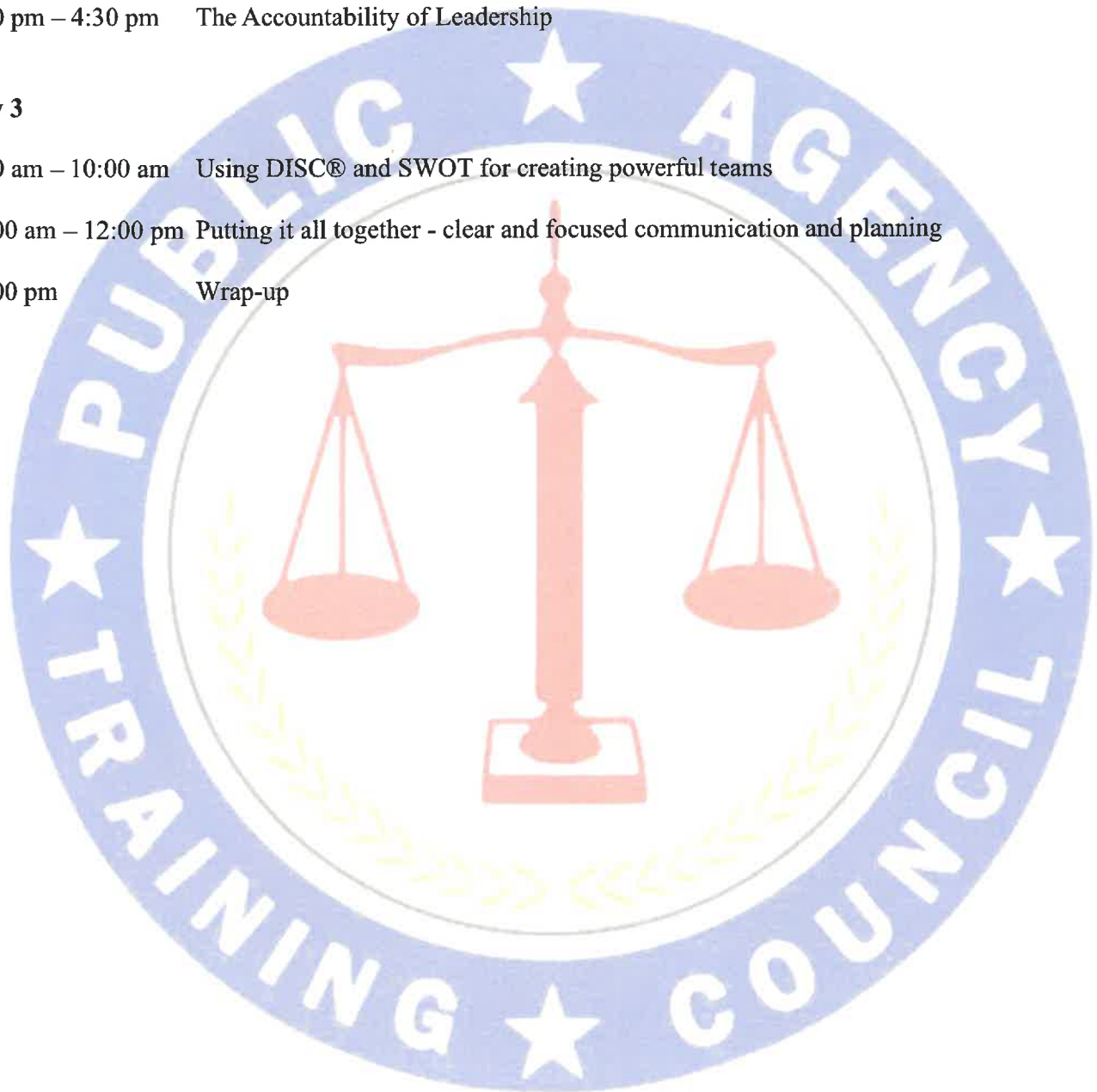
3:00 pm – 4:30 pm The Accountability of Leadership

Day 3

8:00 am – 10:00 am Using DISC® and SWOT for creating powerful teams

10:00 am – 12:00 pm Putting it all together - clear and focused communication and planning

12:00 pm Wrap-up



**STATE OF NEW MEXICO
DEPARTMENT OF AGING AND LONG-TERM SERVICES
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20__, by and between the Department of Aging & Long-Term Services, hereinafter called the “Department” or abbreviation such as “ALTSD”, and Village of Magdalena, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section 04, Paragraph 61 the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, State Agency on Aging (28-4-1 to 28-4-9 NMSA 1978: successor agency, Aging and Long-Term Services Department (9-23-1 to 9-23-12 NMSA 1978) may enter into grants and contracts as appropriated by law.

AGREEMENT

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

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

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

A23H2064 \$108,000

APPROPRIATION REVERSION DATE: 30-JUN-2025

Laws of 2023, Chapter 199, Section 04, Paragraph 61, one hundred eight thousand dollars \$108,000, to purchase and install meals equipment and other equipment for the Magdalena senior center in Socorro county;

The Grantee’s total reimbursements shall not exceed **one hundred eight thousand dollars \$108,000** (the “Appropriation Amount”) minus the allocation for Art in Public Places (“\$0”)¹, if applicable, zero dollars, which equals one hundred eight thousand dollars (the “Adjusted Appropriation Amount”).

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

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

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

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

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

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

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

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

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

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: Village of Magdalena
Name: Richard Rumpf
Title: Mayor
Address: P.O. Box 145, Magdalena, NM 87825
Email: mayor@villageofmagdalena.com
Telephone: (505) 280-5393

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: Village of Magdalena
Name: Juanita Puente
Title: Clerk/Treasurer
Address: 108 N. Main Street, Magdalena, NM 87825
Email: clerk@villageofmagdalena.com
Telephone: (575) 854-2261

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

Department: NM Aging & Long-Term Services Capital Outlay Bureau
Name: Consuelo Holdridge / Elizabeth Chavez
Title: Financial Administrator / Bureau Chief
Address: 2550 Cerrillos Rd. Santa Fe, NM 87505
Email: Consuelo.Holdridge@altsd.nm.gov/Elizabeth.Chavez@altsd.nm.gov
Telephone: (505)309-2492/ (505) 365-3804

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on [June 30, 2026] the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

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

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

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

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

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

C. Deadlines

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

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

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the Village of Magdalena may immediately terminate this Agreement by giving Contractor written notice of such termination. The Village of Magdalena’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Deming or the Aging and Long-Term Services Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Magdalena or the Department”

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

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

“This contract is funded in whole or in part by funds made available under a Aging and Long-Term Services Department Grant Agreement. Should the Aging and Long-Term Services Department early terminate the grant agreement, the Village of Magdalena may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Village of Magdalena only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

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

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

ARTICLE XVIII. [OPTIONAL IF THE APPROPRIATION IS FUNDED BY SEVERANCE TAX BONDS OR GENERAL OBLIGATION BONDS] SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

GRANTEE

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

Aging and Long-Term Services Department

By: _____

Its: Cabinet Secretary or Designee

Date

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

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

City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount (If Applicable): _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If Applicable): _____

G. Grant Balance: _____

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

I. Final Request for Payment (if Applicable)

III. Fiscal Year : _____

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

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

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

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

Grantee Representative

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

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

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

 Division Fiscal Officer

Date

 Division Project Manager

Date

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

Notice of Obligation to Reimburse Grantee # 1

DATE: _____

TO: Department Representative: _____

FROM: Grantee: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

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

**OPTIONAL ATTACHMENT A
SPECIAL CONDITIONS**

The capital outlay oversight requires grantees' accounting methods and procedures, including their internal control framework, to be scrutinized, so as to safeguard State capital outlay appropriations and assets acquired with such appropriations.

The Village of Magdalena has no special conditions imposed on the release of the grant. Therefore, the criteria to enter into this agreement have been met.

PROJECT DESCRIPTION FORM

SCOPE OF WORK (SOW)

(Please email this completed form to ALTSD in MS Word format)

1. **Name of Grantee/ Fiscal Agent:** VILLAGE OF MAGDALENA
2. **Project Title:** SENIOR CENTER
3. **Grant Agreement Number:** A23H-2064
4. **Background Narrative:** Magdalena Senior Center requesting funds to be used to implement video surveillance, motion intrusion sensors, lighting, & fencing.

5. Work Plan:

Project Initiation and Assessment, Procurement and Resource Allocation, Installation - Video Surveillance and Motion Intrusion Sensors, Installation- Lighting and Fencing, System Integration and Testing, Final Review and Handover, Post-Installation Review

6. Budget Detail:

Project Cost Activities (These are only examples. Insert activities specific to the proposed project.)	Other Funds	State Funds
Architect/Engineer		
Construction		
Renovation		
Improvements for Code Compliance		
Equipment <i>*NOTE: Capital Outlay Reform, effective July 1, 2014, mandates equipment purchased with capital appropriations must be valued at \$5,000 or more.</i>		\$108,000.00
Meals Equipment <i>*NOTE: Capital Outlay Reform, effective July 1, 2014, mandates equipment purchased with capital appropriations must be valued at \$5,000 or more.</i>		
Vehicle Purchase		
Other Costs (specify)		
AIPP (if applicable)		
Totals		\$108,000.00

7. Performance Measures:

Project completion and quality, system effectiveness and overall satisfaction

8. Results Expected:

Enhanced Security: A fully operational security system, including surveillance, sensors, lighting, and fencing, significantly improves the safety and security of the Senior Center.

Increased Deterrence: The presence of visible security measures acts as a deterrent to potential intruders or unauthorized activities.

9.

Time Frame/ Milestones: Upon full execution of the Grant Agreement the following tasks will commence to meet the time frame/milestones. (These are only examples. Insert milestones specific to the proposed project.)	
RFP/Quotes Secured	January 2024
Bid Closing	February 2024
Bid Award to Contractor/Vendor	March 2024
<i>Choose the appropriate project-type from below:</i>	<i>Type the number of months appropriate to the project-type:</i>
Meals Equipment – Purchase and Install	/VA
Equipment - Purchase and Install	/VA
Construction	March- June 2024
Renovation	/VA
Code Compliance projects	/VA
Vehicles – Purchase and Equip	/VA
Project Completion & Review	June 2024
Submit Exhibit 1 – Monthly / Final Report Form & Request for Payment according to contractual requirements as set forth in Articles VIII & IX of the Grant Agreement	July 2024

10. Responsible Staff (include Project Manager and Fiscal Contact):

Name: Richard Rumpf
 Title: Mayor
 Address: P.O. Box 145, Magdalena, NM 87825
 Email: mayor@villageofmagdalena.com
 Phone: (505) 280-5393

Name: Juanita Puente
 Title: Clerk/Treasurer
 Address: 108 N Main Street, Magdalena, NM 87825
 Email: clerk@villageofmagdalena.com
 Phone: (505) 854-2261

NOTICE: The Grant Application, if approved for funding by the Aging and Long Term Services Department (ALTSD) and any attachments to the Grant Application are incorporated by reference into the scope of work. In the event of a conflict between any of the documents that are part of the Agreement, the ALTSD Cabinet Secretary, at the sole discretion of ALTSD, shall resolve that conflict.