



VILLAGE OF MAGDALENA

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

MAGDALENA, NM 87825

P. 575.854.2261 F. 575.854.2273

WWW.VILLAGEOFMAGDALENA.COM

AGENDA

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

MONDAY, JULY 22, 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=MVE4QjdR2NQVFozQnZMbTlaRUtrQT09>

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 – JULY 8, 2024
 6. APPROVAL OF CASH BALANCE REPORT
 7. APPROVAL OF BILLS
 8. MAYOR'S REPORT
 9. CLERK'S REPORT
 10. DISCUSSION & POSSIBLE DECISION ON HOW TO PROCEED WITH APPROXIMATELY \$28,500 IN UNPROCESSED CREDIT CARD PURCHASES AS OF JUNE 30, 2024
 11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF A 5-YEAR CONTRACT TO PURCHASE THREE (3) TASERS 10 FIREARMS AND CERTIFICATIONS FOR THE MAGDALENA MARSHAL'S DEPARTMENT FOR A TOTAL COST OF \$16,959.16
 12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF AN INTERGOVERNMENTAL SERVICES AGREEMENT BETWEEN THE SOUTH CENTRAL COUNCIL OF GOVERNMENTS (SCCOG) AND THE VILLAGE OF MAGDALENA FOR "GRO SPECIAL APPROPRIATIONS #24-ID136" OFFERING THE VILLAGE OF MAGDALENA A \$160,000.00 GRANT FOR PROGRAMMATIC COSTS RESOURCES AND SERVICES
 13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL FOR I-DEAL HVAC TO INSTALL A NEW HEATING/AIR CONDITIONING SYSTEM AND WATER HEATER AT THE MAGDALENA AREA PMS HEALTH CLINIC USING GRO SPECIAL APPROPRIATIONS GRANT #24-ID136 FUNDS IN THE AMOUNT OF \$26,343.35

14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL QUOTE TO INSTALL A FENCE ON THE EAST SIDE OF VILLAGE HALL TO STORE POLICE AND VILLAGE VEHICLES AND EQUIPMENT

15. EXECUTIVE SESSION – THE FOLLOWING 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:

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

i. JOINT UTILITY MANAGER – ROBERT AGUILAR

- **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**

16. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO PROMOTE ROBERT AGUILAR TO JOINT UTILITY MANAGER FOR THE VILLAGE OF MAGDALENA INCLUDING A PAY RATE INCREASE

17. 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, JULY 22, 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

18. ADJOURNMENT

NOTE: THIS AGENDA IS SUBJECT TO REVISION 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
TUESDAY, JULY 8, 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=MVE4QjdR2NQVFozQnZMbTlaRUtrQT09>

Meeting ID: 284 869 4212

Passcode: MAGDALENA

CALL TO ORDER: Mayor Rumpf called the Regular Meeting to order at 5:09 p.m.

PRESENT: Mayor Richard Rumpf, Trustee James Nelson, Trustee Michael Thompson, Trustee Clark Brown, Juanita Puente-Clerk/Treasurer, Carleen Gomez–Deputy Clerk

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Trustee Donna Dawson, Attorney Cori Strife

GUESTS: Cricket Courtney, Teri Winchester, Yvonne Magener

Mayor Richard Rumpf led the gallery in reciting the Pledge of Allegiance.

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

APPROVAL OF MINUTES

- a. **REGULAR MEETING – June 24, 2024:** James Nelson moved to approve the minutes as amended and Clark Brown seconded the motion.
- b. **REGULAR MEETING – July 1, 2024:** Donna Dawson moved to approve the minutes as presented and James Nelson seconded the motion.

APPROVAL OF CASH BALANCE REPORT: Deputy Clerk Carleen Gomez stated that the Cash Balance Report was not available due to working on fiscal year-end and starting new fiscal year 2025.

APPROVAL OF BILLS: Deputy Clerk Carleen Gomez stated that there was also not a Bill List available due to working on fiscal year-end and starting new fiscal year 2025.

MAYOR’S REPORT: Mayor Rumpf reported that the US Forest Service was going to use the rodeo grounds for the current fire but they are now using the school grounds instead.

CLERK’S REPORT: Clerk/Treasurer Juanita Puente reported she is continuing to meet all the deadlines on grant reimbursements that need to be sent for pay requests before the fiscal deadline.

EMS REPORT – James Nelson reported that there were (7) seven EMS calls in the month of June.

FIRE – Mayor Rumpf reported that there were (7) seven fire calls in the month of June.

MARSHAL – A report was submitted by Marshal Zamora and reviewed by the Mayor and the Board of Trustees.

JUDGE – There was no report currently available.

PUBLIC WORKS – A report was submitted by Joint Utility Worker Robert Aguilar and was reviewed by the Mayor and the Board of Trustees.

LIBRARY – A report was submitted by Librarian Yvonne Magener and reviewed by the Mayor and the Board of Trustees.

DISCUSSION & POSSIBLE DECISION REGARDING RESOLUTION NO. 2024-08, APPROVING PARTICIPATION IN THE PROGRAM OF THE SOUTH-CENTRAL COUNCIL OF GOVERNMENTS, INC. FOR FISCAL YEAR 2024-2025 AND APPOINTING A DESIGNATED REPRESENTATIVE AND ALTERNATE

Donna Dawson moved to approve Resolution No. 2024-08, including designating Mayor Richard Rumpf as Representative and James Nelson as Alternate and Michael Thompson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown: Aye

Donna Dawson: Aye

Michael Thompson: Aye

James Nelson: Aye

The motion was carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF FISCAL YEAR 2025 NORTH CENTRAL NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT NON-METRO AREA AGENCY ON AGING CONTRACTS FOR THE MAGDALENA SENIOR CENTER

Mayor Rumpf reported that AAA Non-Metro Area Agency on Aging is expecting the Village of Magdalena to make a local fund commitment of \$12,000.00 for operations and expenses at the Senior Center for fiscal year 2025.

Donna Dawson moved to approve the Village of Magdalena on a commitment of local funds in the amount of \$12,000.00 and Michael Thompson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Michael Thompson: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion was carried unanimously.

Donna Dawson moved to approve the AAA Title III Grant Contract Agreement and Michael Thompson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown: Aye

Donna Dawson: Aye

Michael Thompson: Aye

James Nelson: Aye

The motion was carried unanimously.

Donna Dawson moved to approve the AAA NSIP Grant Contract Agreement of the amount \$5,584.05 and James Nelson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Michael Thompson: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion was carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF REGARDING APPROVAL TO APPLY FOR RURAL INFRASTRUCTURE LOAN PROGRAM TO REPAIR BENJAMIN WELL LINE

Mayor Rumpf reported that the Benjamin Well is starting to fail and we just did a 3rd repair on the Benjamin Well Line. He explained that the application phase process begins as a loan and evolves into a grant.

Donna Dawson moved to approve the Rural Infrastructure Loan Program to repair the Benjamin Well Line, and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson: Aye

Michael Thompson: Aye

Donna Dawson: Aye

Clark Brown: Aye

The motion was carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING THE AGREEMENT FOR CERTIFIED WATER & WASTEWATER OPERATOR SERVICES CONTRACT FROM JACOB FINCH

Mayor Rumpf reported that we had our Attorney, Randy VanVleck review and make changes to the Agreement, and Jacob Finch also approved the changes. Donna Dawson asked how long the agreement was for. Mayor Rumpf responded that the agreement is dated for 1 year from the date signed.

James Nelson moved to approve the Water & Wastewater Operator Services Contract, and Michael Thompson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown: Aye

Donna Dawson: Aye

Michael Thompson: Aye

James Nelson: Aye

The motion was carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO SCHEDULE A SPECIAL MEETING TO APPROVE YEAR-END REPORTS AND FY2025 BUDGET OF MONDAY JULY 29TH, 2024 AT 9:00 A.M.

James Nelson moved to approve the Special Meeting to be scheduled for Monday, July 29th at 9:00 a.m. and Donna Dawson seconded the motion.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF THE STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT GRANT AGREEMENTS AS FOLLOWS:

Mayor Rumpf stated that these are Capital Outlay funds approved during this past legislative session.

- a. \$85,000.00 - To plan, design, construct and improve a deck at the Village of Magdalena Public Library.

Michael Thompson moved to approve, and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson - Aye

Michael Thompson - Aye

Donna Dawson - Aye

Clark Brown - Aye

The motion was carried unanimously.

- b. \$40,000.00 - To plan, design, construct, equip, improve and replace furnaces and swamp coolers with heating, ventilation and air conditioning systems at the Village of Magdalena Public Library.

Michael Thompson moved to approve, and Clark Brown seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

Clark Brown - Aye

Donna Dawson - Aye

Michael Thompson - Aye

James Nelson - Aye

The motion was carried unanimously.

- c. \$200,000.00 - To plan, design, construct, purchase and equip emergency generators for the Senior Center, the Marshal's Office, Village Hall and the Fire Station in Magdalena, all in Socorro County.

James Nelson moved to approve, and Michael Thompson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:

James Nelson - Aye

Michael Thompson - Aye

Donna Dawson - Aye

Clark Brown - Aye

The motion was carried unanimously.

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, JULY 8, 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

Librarian Yvonne Magener suggested that instead of wood, the new deck at the Public Library be Trex. She pointed out that the stairs need to be moved away from where the snow falls. Mayor Rumpf reported that he would speak to the engineers about it.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 5:50 pm, Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Richard Rumpf
Mayor

REVENUE/EXPENDITURE REPORT

Village of Magdalena

For the Period: 7/1/2023 to 6/30/2024

	Original Bud.	Amended Bud.	Annual Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 101 - GENERAL FUND							
Expenditures							
Dept 02 JUDICIAL							
53160 TELEPHONE, CELL AND INTERNET	3,000.00	3,000.00	2,924.79	237.55	0.00	75.21	97.5
JUDICIAL	23,139.00	26,454.00	25,896.05	1,502.72	0.00	557.95	97.9
Dept 04 FINANCE & ADMINISTRATION							
50020 FULL TIME EMPLOYEE WAGES	42,634.00	42,634.00	36,183.13	4,278.33	0.00	6,450.87	84.9
51010 FICA MEDICARE	619.00	619.00	524.73	62.04	0.00	94.27	84.8
51020 FICA REGULAR	2,644.00	2,644.00	2,243.46	265.25	0.00	400.54	84.9
51030 GROUP HEALTHCARE INSURANCE	5,931.00	5,931.00	11,557.34	775.75	0.00	-5,626.34	194.9
51050 PERA RETIREMENT CONTRIBUTIONS	3,688.00	3,688.00	3,117.55	370.08	0.00	570.45	84.5
51070 UNEMPLOYMENT COMP INSURANCE	0.00	120.00	116.51	14.14	0.00	3.49	97.1
51080 WORKERS COMP FEE ASSESSMENT	0.00	10.00	8.42	2.54	0.00	1.58	84.2
51090 WORKERS COMP INSURANCE PREM	1,300.00	1,300.00	277.38	0.00	0.00	1,022.62	21.3
52010 ADVERTISING & PROMOTION	0.00	0.00	106.49	0.00	0.00	-106.49	0.0
52020 BANK & CREDIT CARD FEES	1,800.00	1,800.00	28,493.99	10,201.91	0.00	-26,693.99	1583.0
52021 TRD GRT ADMIN FEE	4,800.00	4,800.00	5,429.74	539.37	0.00	-629.74	113.1
52030 BOOKS, PERIODICALS & SOFTWARE	700.00	700.00	897.71	0.00	0.00	-197.71	128.2
52040 CLAIMS, JUDGE, SETTLE, DEDUCT	0.00	0.00	477.56	0.00	0.00	-477.56	0.0
52050 DUES, SUBSCRIPT & MEMBERSHIPS	2,000.00	2,000.00	2,259.48	0.00	0.00	-259.48	113.0
52060 EMPLOYEE TRAINING	2,500.00	2,500.00	1,572.63	0.00	0.00	927.37	62.9
52080 LIABILITY & PROPERTY INSURANCE	3,100.00	3,100.00	2,306.05	0.00	0.00	793.95	74.4
52090 EMPLOYEE TRAVEL	800.00	800.00	1,176.28	0.00	0.00	-376.28	147.0
52100 POSTAGE AND MAIL SERVICES	400.00	400.00	338.73	0.00	0.00	61.27	84.7
52110 PRINTING AND PUBLISHING	400.00	400.00	251.71	0.00	0.00	148.29	62.9
53045 FEES & PERMITS	100.00	100.00	0.00	0.00	0.00	100.00	0.0
53050 FUEL-GASOLINE AND DIESEL	600.00	600.00	141.93	0.00	0.00	458.07	23.7
53110 SUPPLIES-OFFICE SUPPLIES	4,200.00	4,200.00	2,935.78	0.00	0.00	1,264.22	69.9
53120 SUPPLIES-OTHER	4,400.00	4,400.00	4,398.49	359.95	0.00	1.51	100.0
53160 TELEPHONE, CELL AND INTERNET	5,000.00	5,000.00	4,274.83	300.74	0.00	725.17	85.5
53170 UTILITIES-ELECTRIC AND PROPANE	3,800.00	3,800.00	3,738.95	167.16	0.00	61.05	98.4
55010 REPAIR & MAINT-BUILD & STRUCT	200.00	200.00	132.99	0.00	0.00	67.01	66.5
55040 REPAIR & MAINT-OTHER	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
55050 REPAIR & MAINT-VEHICLES	100.00	100.00	578.13	0.00	0.00	-478.13	578.1
57310 RENT/LEASE-EQUIP AND MACHINE	4,600.00	4,600.00	4,582.89	373.56	0.00	17.11	99.6
58160 AUDIT SERVICES (REG & SPEC)	16,000.00	16,000.00	15,777.13	0.00	0.00	222.87	98.6
58170 LEGAL SERVICES	7,700.00	7,700.00	4,137.12	0.00	0.00	3,562.88	53.7
58200 OTHER PROFESSIONAL SERVICES	28,600.00	28,600.00	21,415.28	16,898.75	0.00	7,184.72	74.9
FINANCE & ADMINISTRATION	149,616.00	149,746.00	159,452.41	34,609.57	0.00	-9,706.41	106.5
Dept 05 PS - POLICE DEPARTMENT							
50020 FULL TIME EMPLOYEE WAGES	177,226.00	177,226.00	150,873.90	10,375.26	0.00	26,352.10	85.1
50050 OVERTIME WAGES	4,300.00	4,300.00	3,043.05	347.04	0.00	1,256.95	70.8
51010 FICA MEDICARE	2,570.00	2,570.00	2,201.02	152.78	0.00	368.98	85.6
51020 FICA REGULAR	10,988.00	10,988.00	9,411.14	653.32	0.00	1,576.86	85.6
51030 GROUP HEALTHCARE INSURANCE	31,306.00	31,306.00	24,808.42	2,659.78	0.00	6,497.58	79.2
51050 PERA RETIREMENT CONTRIBUTIONS	20,437.00	20,437.00	16,787.69	1,192.66	0.00	3,649.31	82.1
51070 UNEMPLOYMENT COMP INSURANCE	400.00	400.00	183.52	10.01	0.00	216.48	45.9
51080 WORKERS COMP FEE ASSESSMENT	0.00	25.00	23.50	6.90	0.00	1.50	94.0
51090 WORKERS COMP INSURANCE PREM	4,000.00	4,000.00	840.66	0.00	0.00	3,159.34	21.0
52010 ADVERTISING & PROMOTION	2,200.00	2,200.00	6,033.87	767.93	0.00	-3,833.87	274.3
52030 BOOKS, PERIODICALS & SOFTWARE	700.00	700.00	646.14	0.00	0.00	53.86	92.3
52050 DUES, SUBSCRIPT & MEMBERSHIPS	500.00	500.00	75.00	0.00	0.00	425.00	15.0
52060 EMPLOYEE TRAINING	2,300.00	2,300.00	3,209.00	1,829.00	0.00	-909.00	139.5
52080 LIABILITY & PROPERTY INSURANCE	12,100.00	12,100.00	12,938.07	0.00	0.00	-838.07	106.9
52090 EMPLOYEE TRAVEL	1,400.00	1,400.00	2,431.46	585.01	0.00	-1,031.46	173.7
52100 POSTAGE AND MAIL SERVICES	100.00	100.00	234.25	0.00	0.00	-134.25	234.3
53050 FUEL-GASOLINE AND DIESEL	10,400.00	10,400.00	12,286.41	1,568.97	0.00	-1,886.41	118.1
53110 SUPPLIES-OFFICE SUPPLIES	2,400.00	2,400.00	2,373.85	0.00	0.00	26.15	98.9
53120 SUPPLIES-OTHER	2,400.00	6,400.00	6,148.25	0.00	0.00	251.75	96.1
53140 SUPPLIES-UNIFORM & LINEN	1,800.00	1,800.00	1,170.05	0.00	0.00	629.95	65.0

Village of Magdalena
 PO Box 145
 Magdalena, NM 87825

Vendor Information

Company: Axon Enterprise Inc.

Address: 17800 N. 85th St.
 Scottsdale, Arizona 85255

Fax:

Federal Tax ID Number:

NM State Tax ID (CRS No.):

Requisition Information

Ship to: Village of Magdalena
 106 N main St. Magdalena, NM 87825

Requestor: Marshal Michael Zamora

Requisition Date: 5-21-2024

Date Required: 6-14-2024

Notes: Requisitions must be turned into the Treasurer's Office at least a week in advance for processing.

Quantity	Unit	Part Number	Description	Unit Price	Ext. Price	Tax	Freight
3			TASER 10 firearms	\$13,872.60	\$14,152.91		
			price includes				
			performance of 60				
			months, All harware				
			docking station, replaceme				
			cartridges, training tasers				
3			Evidence .com License				
1			AXON TASER 2 Day				
			Instructor course				
3			Taser 10 Certifications				
			and yearly certification				
			A La Carte Services			\$586.56	
			SUBTOTAL	\$16,959.16			
			PURCHASE ORDER TOTAL	\$16,959.16			

Approval Signatures:

CIRCLE ONE:
 CHECK PURCHASE ORDER

LEPF
 211-00-


 DEPARTMENT HEAD


 MAYOR

For Business Office Use:
 Date Received: _____ Requisition No.: _____
 Fund & Account: _____ Purchase Order No.: _____



Magdalena Marshal's Office

PO Box 145

Magdalena, New Mexico

Marshal@villageofmagdalena.com

575-854-2493 Office

6-15-2024

To: Axon Enterprise, Inc.

Let this letter serve as our intent to enter into a five-year agreement with Axon for products and services. As part of this agreement, we plan on purchasing 3 (QTY) TASER 10 firearms for use by the sworn members of our Police Department, known as the (Magdalena Marshals Department).

This agreement has been documented under Axon quote number Q-576833-45433.819CE. The quote covers a period of performance of 60 months with a total cost of \$16,959.16.

The TASER 10 firearms will be for official agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.

Sincerely,

Marshal Michael Zamora

Captain Brian Waterman

DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

EXEMPTION CERTIFICATE (USE BY STATE OR LOCAL GOVERNMENTS)
(For use by State and local governments (section 4221(a)(4) of the Internal Revenue Code).)

May 16TH, 2024 hereby certify that I am CAPT. BRIAN WATERMAN
(Month & Day) (Title of Officer)
of MAGDALENA MARSHAL'S OFFICE; that I am authorized to execute this certificate; and that
(State or local government)

(check applicable type of certificate):

The article or articles specified in the accompanying order, or on the reverse side hereof, (or)
 All orders placed by the purchaser for the period commencing 5-16-24 and ending 5-16-27
(Date) (Date)
(period not to exceed 12 calendar quarters)

are, or will be, purchased from AXON ENTERPRISE for the
(Name of manufacturer)
exclusive use of MAGDALENA MARSHAL'S OFFICE
(Governmental unit)
of VILLAGE OF MAGDALENA NM 87825
(State or local government)

I understand that the exemption from tax in the case of sales of articles under this exemption certificate to a State, etc., is limited to the sale of articles purchased for its exclusive use¹. I understand that fraudulent use of this certificate for the purpose of securing this exemption will subject me and all parties making such fraudulent use of this certificate to all applicable criminal penalties under the Internal Revenue Code.

SIGNATURE [Signature] PRINTED NAME BRIAN WATERMAN

ADDRESS
106 S. Main ST.
MAGDALENA, NM
87825

¹ A sale of an article to a State or local government for resale is not considered to be a sale for the "exclusive use" of the State or local government, within the meaning of section 4221(a)(4) of the code, and, therefore, such sales may not be made tax-free. Such sales may not be made tax-free even if the resales are made to government employees, or the article is an item of equipment the employee is required to possess in carrying out his duties.

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. In some cases, persons who sell firearms or ammunition tax-free use specific exemption certificates to support the tax-free sales. This form contains all required information for a properly executed certificate. This is being provided to promote uniformity among excise taxpayers and eliminate the need for taxpayers to design their own certificates. The information requested is required by Title 27, Code of Federal Regulations, Part 53.
We estimate the average burden associated with this collection of information is 45 minutes per respondent or recordkeeper, depending on your individual circumstances. Address your comments concerning the accuracy of this burden estimate and suggestions to reduce this burden to: Reports Management Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street NW., Box 12, Washington, DC 20005.
TTB may not conduct or sponsor and you are not required to respond to, a collection of information unless it displays a current, valid OMB control number.



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-576833-45433.819CE

Issued: 05/21/2024

Quote Expiration: 06/30/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 301648

Payment Terms: N30

Delivery Method:

SHIP TO

Magdalena Marshal's Office - NM
 108 N MAIN ST
 MAGDALENA,
 NM
 87825
 USA

BILL TO

Magdalena Marshal's Office - NM
 PO Box 145
 Magdalena
 NM
 87825-0145
 USA
 Email:

SALES REPRESENTATIVE

Cade Edwards
 Phone:
 Email: cedwards@axon.com
 Fax:

PRIMARY CONTACT

Michael Zamora
 Phone: (575) 854-2493
 Email: marshal@villageofmagdalena.com
 Fax: (575) 854-2273

Quote Summary

Program Length	60 Months
TOTAL COST	\$16,372.60
ESTIMATED TOTAL W/ TAX	\$16,959.16

Discount Summary

Average Savings Per Year	\$1,598.40
TOTAL SAVINGS	\$7,992.00

Payment Summary

Date	Subtotal	Tax	Total
Oct 2024	\$3,274.52	\$117.32	\$3,391.84
Oct 2025	\$3,274.52	\$117.32	\$3,391.84
Oct 2026	\$3,274.52	\$117.32	\$3,391.84
Oct 2027	\$3,274.52	\$117.32	\$3,391.84
Oct 2028	\$3,274.52	\$117.28	\$3,391.80
Total	\$16,372.60	\$586.56	\$16,959.16

Quote Unbundled Price:	\$24,364.60
Quote List Price:	\$17,123.20
Quote Subtotal:	\$16,372.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
C00010	BUNDLE - TASER 10 CERTIFICATION	3	60	\$121.47	\$81.24	\$77.07	\$13,872.60	\$280.31	\$14,152.91
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			\$2,500.00	\$2,500.00	\$2,500.00	\$306.25	\$2,806.25
Total							\$16,372.60	\$586.56	\$16,959.16

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - TASER 10 CERTIFICATION	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	2	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	3	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	3	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100396	AXON TASER 10 - MAGAZINE - INERT RED	3	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	60	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	3	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	10/15/2024
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	10	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	10/15/2025
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	10	1	10/15/2026
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	10/15/2026
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	10	1	10/15/2027
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	30	1	10/15/2027
BUNDLE - TASER 10 CERTIFICATION	100399	TASER 10 LIVE CARTRIDGE	10	1	10/15/2028
BUNDLE - TASER 10 CERTIFICATION	100400	AXON TASER 10 - CARTRIDGE - HALT	20	1	10/15/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	101180	AXON TASER - DATA SCIENCE PROGRAM	3	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	3	11/15/2024	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	20248	AXON TASER - EVIDENCE.COM LICENSE	1	11/15/2024	11/14/2029

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	3
BUNDLE - TASER 10 CERTIFICATION	101193	AXON TASER - ON DEMAND CERTIFICATION	1
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	3	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80374	AXON TASER 7 - EXT WARRANTY - BATTERY PACK	1	10/15/2025	11/14/2029
BUNDLE - TASER 10 CERTIFICATION	80386	AXON TASER 7 - EXT WARRANTY - DOCK SIX BAY	1	10/15/2025	11/14/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	108 N MAIN ST	MAGDALENA	NM	87825	USA
2	108 N MAIN ST	MAGDALENA	NM	87825	USA

Payment Details

Oct 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$61.25	\$561.25
Year 1	C00010	BUNDLE - TASER 10 CERTIFICATION	3	\$2,774.52	\$56.07	\$2,830.59
Total				\$3,274.52	\$117.32	\$3,391.84

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$61.25	\$561.25
Year 2	C00010	BUNDLE - TASER 10 CERTIFICATION	3	\$2,774.52	\$56.07	\$2,830.59
Total				\$3,274.52	\$117.32	\$3,391.84

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$61.25	\$561.25
Year 3	C00010	BUNDLE - TASER 10 CERTIFICATION	3	\$2,774.52	\$56.07	\$2,830.59
Total				\$3,274.52	\$117.32	\$3,391.84

Oct 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$61.25	\$561.25
Year 4	C00010	BUNDLE - TASER 10 CERTIFICATION	3	\$2,774.52	\$56.07	\$2,830.59
Total				\$3,274.52	\$117.32	\$3,391.84

Oct 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	\$500.00	\$61.25	\$561.25
Year 5	C00010	BUNDLE - TASER 10 CERTIFICATION	3	\$2,774.52	\$56.03	\$2,830.55
Total				\$3,274.52	\$117.28	\$3,391.80

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

DocuSign Envelope ID: BDAA3743-2631-4F3D-B3D5-69A3D859B0D7

DocuSigned by:
Brian Waterman
11E9AAAE6748A

6/9/2024

Signature

Date Signed

5/21/2024





South Central
COUNCIL OF GOVERNMENTS
PO Box 1072
Elephant Butte, NM 87935
(575) 744-4857

INTERGOVERNMENTAL SERVICES AGREEMENT

The Village of Magdalena

GRO SPECIAL APPROPRIATIONS

The Village of Magdalena for programmatic costs, resources and services (Armstrong)

WHEREAS, in the 2024 Legislative Session, via House Bill 2 as appropriated and enacted by Governor Michelle Lujan Grisham, contained an appropriation to support programmatic costs, resources and services for Village of Magdalena (Hereinafter called "Village") and

WHEREAS, the legislation further articulated that the South-Central Council of Governments would be the fiscal agent and responsible manager of all funding, uses, and administration in alignment with all applicable State laws and contracts including the attached grant agreement(s); and

WHEREAS, the South-Central Council of Governments (hereinafter "SCCOG") provides a range of planning services on behalf of the Village and other entities in the south central region of New Mexico, and moreover has specific knowledge of the background and intent of said planning grant; and

WHEREAS, SCCOG was statutorily established to function as a multi-jurisdictional planning entity, formed by and in service to a voluntary association of units of local government in Planning District 7, pursuant to: the Regional Planning Act, Section 3-56-1 through 3-56-9, NMSA 1978; the Planning District Act, Sections 4-58-1 through 4-58-6, NMSA 1978, NMSA 1978; and Executive Orders of the New Mexico Governor dated January 2, 1969 and January 10, 1973 regarding Planning and Development Districts in the State of New Mexico; and

WHEREAS, The Village of Magdalena is an active member of the SCCOG and a voting member of the Board of Directors thereof; and

WHEREAS, the New Mexico Department of Finance and Administration further encourages the use of intergovernmental services agreements as appropriate to the efficient procurement of inter-agency services; and

WHEREAS, The SCCOG reviewed the GRO allocations with each legislator providing funding. These meetings provided guidance and direction; and

WHEREAS, the SCCOG desires to engage The Village of Magdalena to implement these proposed services based its experience with partners, provides, and track record in the use and accountability that comes with government funding; and

THEREFORE, this agreement is entered into by and between The Village of Magdalena (Village) and the South Central Council of Governments (SCCOG) pursuant to the following purposes, conditions and terms:

GRO SPECIAL APPROPRIATIONS PROJECT # 24-ID136 (\$160,000)

For One Hundred Sixty Thousand Dollars And Zero Cents (\$160,000.00) for programmatic costs, resources and services for the village of Magdalena.

A. **PURPOSE:** The purpose of this Agreement shall be for the Village of Magdalena to manage, implement, procure, deliver, report, on programs required to support Village administrative Day-to-Day operations.

1. **Funds may be used for, but not limited to:**

- i. Capital (Government entity only)
- ii. Employee costs for salaries.
- iii. Employee costs for supportive services.
- iv. Reports and studies.
- v. Property improvements projects.
- vi. Contracts to provide services.
- vii. Non-Profit contracting and supportive services (In compliance with the Anti-Donation Clause)

B. **PROGRAM REQUIREMENTS:**

1. Village of Magdalena Shall:

- Submit a project budget and scope of work for the 2 year project within 45 Days after the signatures on this agreement.
- Understand that this funding is part of two-year agreement that may be expended sooner and/or as needed.
- GRO Funds are not recurring, and must be spent prior to the two-year period expiring June 30, 2026
- Ensure that grant funds are expended in compliance with all applicable laws, regulations, and grant agreement and the transactions are appropriately accounted for in compliance with such laws, regulations, and grant agreement.
- Commit to all upfront payments for all legitimate request for payments **THEN** request reimbursed through the SCCOG. The SCCOG will request reimbursement from the Department of Finance and Administration per the agreements.
- Pay requests shall be submitted to the SCCOG grant administrator quarterly. Pay request must provide all the appropriate information necessary to create a good pay request. The reimbursement will be mailed to the agency net 30 days via check. SCCOG will not make ACH payments.
- Provide quarterly reporting with pay request for each appropriation above

including but not limited to amount encumbered, expenses, remaining and program beneficiaries and any other performance metrics that are currently being tracked by the Village and the SCCOG or its sub-contractors.

- Quarterly reports and pay request may be submitted via email, USPS, private carrier or hand delivery. All correspondence shall be to the address provided in Section O.
 - Submit reports and pay requests on forms approved by the SCCOG.
 - For any Non-Profit agreements, Sub-contractor agreements, assure proper procuring, vetting, and management of portions of the agreements.
 - All Non-Profit agreements, Sub-contractors agreements shall be provided to SCCOG in accordance with local and State procurement codes;
 - Ensure safeguarding of grant funds and assets acquired with grant funds and proper accounting thereof in compliance with applicable laws, regulations, and grant agreement;
 - Act as liaison between SCCOG and appropriate NM state agencies;
 - Work and support the SCCOG with the Department of Administration to solve any discrepancy that may arise that would hold up project reimbursements to the SCCOG and acting as a facilitator if disagreement arises.
2. South-Central Council of Governments Role and Responsibilities. The SCCOG understands it remains ultimately responsible for executing and complying with all applicable Federal, State, and Local Laws and grant agreement requirements such as flow down provisions, executing procurement responsibilities and subcontractor management, including all reporting requirements established by the State of New Mexico.

C. TIMEFRAME:

1. Work pursuant to this agreement shall be effective no sooner than July 1, 2024, but not before the Notice of obligation is signed by SCCOG and DFA. Projects shall be completed by June 15, 2026. Funds not spent by June 30, 2026, shall revert back to the State of New Mexico. Final payment request may be submitted by July 10th, 2026 (5pm/MST).

D. COMPENSATION:

1. Total compensation under this agreement shall not exceed One-Hundred-Sixty Thousand dollars (\$160,000.00).
2. Within the total compensation amount, Village of Magdalena shall be authorized to subcontract work to qualified parties for expert assistance with the "PURPOSE" herein.

E. Method of Payment:

1. Village of Magdalena shall present to the SCCOG invoices for services not more frequently than quarterly. Upon receipt of a complete pay request to the SCCOG fiscal agent, payment for the reported fees and reimbursable expenses shall be made within thirty (30) days. ALL reimbursements shall be made by check mailed to the address of record. ACH payments shall not be utilized.

F. Record Keeping and Retention:

1. Village of Magdalena shall maintain detailed time and expenditure records that indicate the date, time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the SCCOG or its designees. The SCCOG shall have the right to audit billings both before and after the payment. Payment under this Agreement shall not foreclose the right of the SCCOG to recover excessive or illegal payment.

G. ACCESS TO INFORMATION:

1. It is agreed that the SCCOG and its agencies shall furnish all available information, data, reports, records and maps to the Village of Magdalena. No charge shall be made to the Village for such information, and the SCCOG and its agencies shall cooperate with the Village to facilitate performance of the work described in this agreement.

H. OWNERSHIP OF DOCUMENTS:

1. All documents and data produced pursuant to this agreement shall be the property of SCCOG. The Village shall be permitted to retain reproducible copies, to cite itself and/or its consultants as producers of said work, and to disseminate such documents as permitted by the Village .

I. LIMITATION OF LIABILITY:

1. This Agreement shall not create a general liability of the constituent members of the Village .
2. The Village shall hold the SCCOG harmless with respect to any damages, expenses or claims arising or in connection with any negligent acts, errors or omissions performed by the Village under this Agreement. This shall not be construed as a limitation of the Village 's liability under this Agreement or as otherwise provided by law.

J. MODIFICATION AND TERMINATION:

1. Any modifications or amendments to this Agreement shall be in writing, and when signed by both parties shall be made part of the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

K. CERTIFICATION:

1. The Village shall comply with the requirements of all applicable laws, rules and regulations, and shall assume full responsibility for payment of federal, state and

local taxes and contributions imposed or required under Social Security, Workers Compensation and income tax laws.

L. ADEQUATE APPROPRIATIONS:

1. This agreement is contingent upon sufficient appropriations and authorization being made for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate immediately upon written notice being given by the SCCOG to the Village. The SCCOG's decision as to whether sufficient appropriations are available shall be accepted by the Village and shall be final. If the SCCOG proposes an amendment to the Agreement to unilaterally reduce funding, the Village shall have the option to terminate the Agreement or agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

M. STATUS OF CONTRACTOR:

1. The Village and its officers, agents and employees are independent contractors performing professional services for the Village and are not employees of the SCCOG. The Village and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the SCCOG because of this Agreement. The Village agrees not to purport to bind the SCCOG unless the Village has express written authority to do so and then only within the strict limits of that authority.

N. PENALTIES:

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

O. NOTICES, PAY REQUESTS, REPORTS:

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

To the SCCOG:

Jay Armijo, Executive Director
P.O. Box 1072
Elephant Butte, NM 87935

Grant Reporting:
Gary Whitehead, GRO Coordinator
PO Box 1072
Elephant Butte, NM 87935
gwhitehead@sccog-nm.com

To Village of Magdalena

Mayor Richard Rumpf
108 N. Main/ PO Box 145
Magdalena, NM 87825

Fiscal Admin:
Skylar Arnold
PO Box 1072
Elephant Butte, NM 87935
sarnold@sccog-nm.com

IN WITNESS WHEREOF, the parties affix their signatures here below:

South Central Council of Governments:

Jay Armijo, Executive Director

Date

The Village of Magdalena:

Mayor Richard Rumpf

Date

Meeting 6/27/2024 with Gary Whitehead about the \$160k grant as follows:

We would like to use the funds for all these items after meeting with the Mayor, Carleen and Juanita:

Air Conditioning, Water Heater for the Magdalena Health Clinic bid at	\$26,343.35
Library, improve and repair plumbing and necessary items in both bathrooms.	\$20,000.00
Michael Steininger / FINANCE OFFICER Travel and Rate increase for 7/23-12/23, and 2025	\$30,000.00
Beasley-Mitchell, & Co Auditor Contract	\$20,000.00
<hr/>	
TOTAL	\$96,343.35

To include any other administrative costs that is needed in the 2-year period



I-Deal HVAC, LLC
2521 Madison Street Northeast, Albuquerque, New Mexico 87110-3905 United States
(505) 737-9005

BILL TO

Village of Magdalena
PO Box 145
Magdalena, NM 87825 USA

ESTIMATE 21809428	ESTIMATE DATE Jun 21, 2024
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JOB ADDRESS

Health Clinic
107 10th Street
Magdalena, NM 87825 USA

Job:

ESTIMATE DETAILS

2 full split installs and water heater install: I-Deal HVAC will provide and install the following equipment: x2

• Condenser:

-Model # ML17XC1-036-230
Lennox Air Conditioner 3 Ton Up to 17 SEER 1 Stage

• Coil:

-Model #: CX35-30/36B
3-Ton matching coil

• Furnace:

-Model# ML180UH090XE48B
Lennox Furnace 80% AFUE Upflow/Horizontal Gas Furnace, 88000 Btuh, 1 Stage Heating propane kit

• Thermostat:

-EcoBee Pro with Sensor

Install includes:

- Line set with line-hide covering if applicable
- 220 Electrical with GFI plug
- Furnace electrical switch plug
- Disposing of existing old equipment
- All necessary materials and labor for a complete install
- Permits and inspections

Warranty:

- 10- Year parts warranty with registration
- 1- Year labor warranty
- 1- Year Maintenance plan

Equipment
 Includes 50-gallon (6) year warranty Model #G6-T5040NVR
Propane kit
Material
 Expansion tank
 2 new water lines
 1 brass supply ball valve
 Gas flex with drip leg
 Aluminum water pan
 Earthquake straps
 Water alarm
 3-inch venting
Warranty
 Includes 1 year labor
Permits and Inspection
 Includes all permits and inspections

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
General Install	Install two complete splits and 50 gallon water	1.00	\$24,576.89	\$24,576.89

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$24,576.89
TAX	\$1,766.46
TOTAL	\$26,343.35
EST. FINANCING	\$347.98

Thank you for choosing I-Deal HVAC, LLC

CUSTOMER AUTHORIZATION

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by I-Deal HVAC, LLC as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

Sign here _____ Date _____



TriWest Fence LLC

110 Denny Road
 Bernalillo, NM 87004
 Telephone (505) 867-6433
 Fax (505) 867-6098

Contractor's License: GB98 - 378216
 Work Force Solutions #02899220130531

QUOTE #002452

TO: VILLAGE OF MAGDALENA

Project: FENCE & GATES PROJECTS

Date	ESTIMATOR	
05/17/24	Salomon Zamora	
	cell 505-250-3445	
Phone Number		
Fax Number	E-MAIL ADDRESS: Salomon@triwestfence.com	
Manager Approval	Admin Approval	Quote#

SCOPE OF WORK: TriWest Fence LLC is pleased to submit this proposal for the WORK as listed below:

Item	Description	Unit	Amount
	FURNISH AND INSTALL ONE 24' WIDE DOUBLE SWING WITH 4" DQ40 GATEPOSTS, COMPLETE IN PLACE.		4825.00 PLUS TAX
	FURNISH AND INSTALL 280' OF 8' TALL CHAIN LINK FENCE AND ONE 20' WIDE DOUBLE SWING GATE. INCLUDES 9-GA 2" GALV MESH, 2-7/8" DQ40 TERMINAL POSTS, 2-3/8" DQ40 LINE POSTS AND 1-5/8" DQ40 TOP/BRACE RAILS. INCLUDES 4" DQ40 GATEPOSTS. ALL COMPLETE IN PLACE.		17900.00 PLUS TAX
	PRICE IS BASED ON STATEWIDE PRICE AGREEMENT #20-00000-21-00028		

EXCLUSIONS: UNLESS OTHERWISE NOTED. Taxes, electrical, bollards, permits, removal of existing fence, grading, clearing fence line, staking fence line, marking private underground lines, grounding, core drilling, trenching, grubbing, patch work, saw cutting concrete, site survey, rock drilling, engineering, signage and access controls

SPECIAL PROVISIONS:

If desired, bond rate is 2%. PRICE IS BASED ON GOOD DIGGING AND GOOD ACCESS.

Price is based on one project mobilization per bid item. Added mobs are \$1,500.00/EA if desired.

TOTAL PRE-TAX COST: \$22,725.00
 TAX: ADD LOCAL TAX
 TOTAL WITH TAX: _____

TERMS: _____

(Sales tax will be added unless proper documentation stating exempt status is provided)

(To be determined by Credit Manager)

Credit Card Surcharge 3.5%

Price is valid for 30 days

By signature below, the customer acknowledges that he/she is duly authorized to sign this agreement, has read and accepts the Contract terms and conditions set forth on page 2 and inclusive of any attachments.

TRIWEST FENCE LLC

Accepted By: _____

(Company Name)

By: Salomon Zamora

By: _____

Title: Salomon Zamora Project Manager
 Print Name and Title

Title: _____
 Print Name and Title

TERMS AND CONDITIONS

- 1 **General Terms.** TriWest Fence LLC or its subsidiary ("CONTRACTOR") agrees to provide the labor and materials (collectively the "WORK") specified on the proposal set forth on the reverse side hereof (the "front page") within a reasonable time. BUYER agrees to pay the amount shown in current U.S. funds upon substantial completion of the work per the payment terms on the reverse side hereof.
- 2 **Installation of Fence.** Unless otherwise agreed to in writing, BUYER shall fully cooperate in allowing CONTRACTOR'S installation of the fence by doing each of the following: (a) clearing a sufficient working area of all obstructions and removable hazards; (b) surveying, grading, locating and staking the fence line and by verifying all property lines and identifying all utility lines; (c) notifying CONTRACTOR'S crew of all potential work area hazards; (d) coordinating CONTRACTOR'S work with the activities of all other persons at the job site, including others contractors, crews, supervisors, architects and owners; and (e) obtaining all appropriate building permits or other form of governmental permission. The estimated completion date shall be extended for as long as BUYER fails to comply with this provision, and for all delays reasonably beyond CONTRACTOR'S control. BUYER shall be deemed to have accepted the goods and work performed upon payment in full.
- 3 **Payment, Default and Remedies.** If BUYER does not make payment in full upon substantial completion, CONTRACTOR may pursue any and all collection activity it deems necessary to collect on BUYER'S obligation. BUYER shall be responsible for all costs of collection, including but not limited to, all collection agency charges, court costs, attorneys' fees and lien fees, and all costs and attorneys' fees incurred in collecting upon any judgment. Interest will accrue on all unpaid balances, lien expenses, collection expenses and attorneys' fees from the date incurred at the rate of twenty-one percent (21%) per year or at the highest rate allowed by applicable law. CONTRACTOR may apply all payment or portions thereof to any outstanding attorney fees, court costs, collection expenses, interest and principal as CONTRACTOR, in its sole discretion, deems appropriate. This Agreement shall be construed in accordance with the laws of the State and County in which the project is located.
- 4 **Changes and BUYER'S Cancellation.** If BUYER requests any change in the type, quality or quantity of the fencing to be provided by CONTRACTOR hereunder, BUYER shall pay, in addition to the purchase price shown on the front page, CONTRACTOR'S standard charge for all additional fence and for such additional labor material and travel expenses as are incurred by CONTRACTOR in connection with such change. If, prior to CONTRACTOR'S delivery of the fencing, BUYER cancels such delivery of the fencing, BUYER shall be obligated to pay CONTRACTOR, as liquidated damages and a restocking fee, but not as a penalty, the amount equal to twenty-five percent (25%) of the CONTRACTOR'S standard charge for all special order materials. After CONTRACTOR has begun delivery of the fence, but before installation has begun, BUYER may cancel this Agreement by paying CONTRACTOR, as liquidated damages and as a restocking and transportation fee, but not as a penalty, the amount equal to fifty percent (50%) of the purchase price shown on the front page.
- 5 **Cumulative Remedies.** To the greatest extent permitted by applicable law, BUYER'S obligation hereunder and all of CONTRACTOR'S rights and remedies provided by herein and/or by applicable law, are cumulative, and CONTRACTOR shall be entitled to exercise any and all rights and remedies. BUYER acknowledges that its obligation to pay CONTRACTOR is an independent covenant, and BUYER acknowledges that it shall have no offset rights and may not withhold payment of any monies owing to CONTRACTOR hereunder. Nothing herein, however, shall be construed to release CONTRACTOR from any obligation which it may owe to BUYER.
- 6 **Lien Rights.** BUYER acknowledges that CONTRACTOR has and may exercise all lien rights against the property upon which the work is performed. To the greatest extent permitted by law, BUYER and/or OWNER hereby waive any and all objections to any defects in any such lien documents. Contractor's exercise or non-exercise of such lien rights will not alter or amend this Agreement or release any of Buyer's obligations hereunder.
- 7 **Amendments; Waivers; Entire Agreement.** Except by a specific written document executed by the parties hereto, none of the terms, covenants, representations, warranties or conditions hereof may be waived, amended, modified, superseded or canceled. Forbearance or delay shall not be deemed a waiver. A single or partial exercise of any right or remedy shall not preclude further exercise thereof or of any other right or remedy. Any written waiver shall be strictly construed and shall not be extendable. This Agreement contains the parties' entire understanding and supersedes and replaces all prior and contemporaneous agreements and understandings, oral written or implied. All documents and instruments created hereafter and concerning this transaction, including any one or more work orders or purchase orders, shall not prevail over the terms of this Agreement.
- 8 **Limited Warranty.** All goods, supplied are warranted to be fit for the intended purposes for which such goods are used for a period of one (1) year. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION OF THE GOODS AND WORK TO BE PERFORMED AS CONTAINED ON THE FRONT PAGE. BUYER shall have no claim for incidental, consequential, special or proximate damages.
- 9 **Indemnity.** To the greatest extent permitted by law, BUYER shall indemnify, defend, hold and save CONTRACTOR (and its officers, shareholders, directors, agents, employees, servants and independent contractors) harmless from all claims and expenses, including court costs and attorneys' fees, for damages or injuries to persons or property which are related in any manner, directly or indirectly to this Agreement or to the fence (including its location) regardless of whether the injury or damage is caused in part by CONTRACTOR'S negligence or any other act or omission of CONTRACTOR or its agents, provided however, that BUYER shall not be obligated to indemnify CONTRACTOR for his sole negligence or willful misconduct.
- 10 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- 11 **Severability.** If any provision of this Agreement is held unenforceable, CONTRACTOR may sever from this Agreement the language which makes such provision unenforceable and this Agreement shall be construed as if it did not contain the language and the rights and obligations of the parties shall be enforced accordingly. Alternatively, CONTRACTOR, at its sole option, may cancel this entire Agreement.
- 12 **Headings.** All paragraph headings and other headings set forth in this Agreement are for reference only and shall not be considered in interpreting the intent of the parties with respect to the matters set forth in this Agreement.
- 13 **Representations and Warranties.** Despite any agency capacity, the person signing this Agreement, *personally* and on behalf of BUYER, warrants and affirms to CONTRACTOR that the person signing this Agreement for any entity has full authority to do so and to thereby bind such entity.
- 14 **BUYER MUST HAVE A CURRENT CREDIT APPLICATION ON FILE WITH CONTRACTOR.** All credit and financial information provided by BUYER to Contractor is true, accurate and complete, contains no material omissions, and may be reasonably relied upon by CONTRACTOR.

Village of Magdalena

Materials and labor on 300ft of 8ft chain link fence with two 10ft gates. \$21,500

Thank you

Daniel Gallegos

7/7/2024