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, SEPTEMBER 8, 2025, 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

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1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
    a. REGULAR MEETING – AUGUST 25, 2025
6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
10. DEPARTMENT REPORTS
    a. EMS
    b. FIRE
    c. MARSHAL
    d. JUDGE
    e. PUBLIC WORKS
    f. LIBRARY
11. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF REVISED RESOLUTION NO. 2025-10, ADOPTING VILLAGE OF MAGDALENA AGING SERVICES PROGRAM POLICY MANUAL
12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF REVISED SIGNATURE PAGE AND RESOLUTION NO. 2025-11, A RESOLUTION AUTHORIZING PROJECT SAP 25-J2465-GF AS DISCRIBED IN ATTACHMENT A, AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) TO PURCHASE & EQUIP A WASTE COLLECTION VEHICLE

13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT FOR BENJAMIN WELL GRANT AGREEMENT SAP 25-J4384 STBR EXTENDED UNTIL JUNE 30, 2027

14. DISCUSSION & POSSIBLE DECISION REGARDING RESOLUTION NO. 2025-12, A RESOLUTION AUTHORIZING PROJECT SAP 25-J4384-STBR AS DESCRIBED IN ATTACHMENT A, AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S) FOR BENJAMIN WELL

15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO PROVIDE FUNDING FOR AMBULANCE SUPPLIES FOR SOCORRO EMS IN THE AMOUNT OF $8,000.00

16. 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. ASSISTANT CLERK II/POLICE DATA ENTRY CLERK/COURT CLERK

- MOTION & ROLL CALL VOTE TO RETURN TO THE 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

17. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO HIRE ASSISTANT CLERK II/POLICE DATA ENTRY CLERK/COURT CLERK

18. 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, SEPTEMBER 8, 2025, AT 12:00 PM. THE EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

19. 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 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, AUGUST 25, 2025, 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 5:00 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, Michael Steininger- Finance Officer Carol "Cricket" Courtney, Michael Zamora-Marshal & Adrienne Mathewson

ABSENT: Attorney Randy VanVleck

GUESTS: Teri Winchester, Anthony Montgomery-Assistant Clerk, Alexandrea Montgomery-Court Clerk, Pete Emery

Michael Thompson led the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Clark Brown moved to approve the agenda as presented, and Michael Thompson seconded the motion. The motion carried unanimously.

APPROVAL OF MINUTES

a. **REGULAR MEETING – AUGUST 11, 2025**

Donna Dawson moved to approve the minutes, as presented and Clark Brown seconded the motion. The motion carried unanimously.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson moved to approve the Cash Balance Report, as presented and James Nelson seconded the motion. The motion carried unanimously.

APPROVAL OF BILLS: Donna Dawson moved to approve the Bill List with no additions, and Michael Thompson seconded the motion. The motion carried unanimously.

BILL LIST

ARETE DIGITAL IMAGINING, INC.		**$523.95**
BOHANNAN-HUSTON INC		**$15,488.54**
GLOBAL POWERSPORTS, LLC		**$1,066.88**
KANOPY, INC.		**$1,250.00**
MAGDALENA MUNICIPAL SCHOOLS		**$395.03**
METRON FARNIER LLC.		**$2,076.63**
MOTOROLA SOLUTIONS		**$3,979.34**

O'REILLY AUTO PARTS		$217.14
PUBLIC SAFETY PSYSCHOLOGY		$387.45
SIERRA PROPANE		$2,148.35
SOCORRO ELECTRIC COOP		$5,051.39
WS DARLEY		$1,540.94
WILLIAMS WINDMILL, INC.		$158.82
WINSTON'S AUTO SERVICE		$343.30
TOTAL		$34,627.76

MAYOR'S REPORT: Mayor Richard Rumpf reported that the funding request on 10th Street is still in the works. There is a Work Order for Kelly Road, and we will find out from the contractor when they have a start date. It'll be an ongoing project, once the engineers come and look at it, we will know more about chip sealing. We should be doing the north end cul-de-sacs according to the contractor sometime in October.

CLERK'S REPORT: Clerk/Treasurer, Juanita Puente stated that she is working on the day-to-day duties now, and she is pretty much finished with all the budget and reports for the Senior Center.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF THE DEPARTMENT OF FINANCE & ADMINISTRATION'S UNCONDITIONAL APPROVAL OF THE FY2026 BUDGET

Mr. Steininger stated that the FY26 Budget has been approved by DFA it is required per State Statue section 6665 that it be part of the minutes of the meeting, which this will accomplish. The only comment they made on there is that the General Fund cash balance was being depleted by a little over 35%. Much of that has to do with the transfers to the Water and the Wastewater Department that were approved.

Donna Dawson moved to approve the Department of Finance & Administration's unconditional approval of the FY2026 Budget, and Michael Thompson seconded the motion. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2025-10, ADOPTING VILLAGE OF MAGDALENA SENIOR CENTER AGING SERVICES PROGRAM POLICY MANUAL

Donna Dawson had a question on page 9 of 35, under 3.0 Political Activities. She stated that there can't be any political materials or political activities going on during early voting or on voting day because we use the Senior Center as our polling place, so those items would need to be in the policy book. Mayor Rumpf replied that this policy is a living document that can be changed as we go but we will address that issue and make that correction.

Michael Thompson moved to approve Resolution No.2025-10, Adopting Village of Magdalena Senior Center Aging Services Program Policy Manual, and Clark Brown seconded the motion. Donna Dawson was opposed. The motion carried by majority.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL & ACCEPTANCE OF NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT FOR CAPITAL APPROPRIATION PROJECT SAP 25-J2465-GF IN THE AMOUNT OF $325,000.00 TO PURCHASE & EQUIP A WASTE COLLECTION VEHICLE

James Nelson moved to approve and accept the New Mexico Capital Outlay Grant Agreement for SAP 25-J2465-GF for $325,000.00 to purchase and equip a waste collection vehicle, and Michael Thompson seconded the motion.

Donna Dawson asked when we purchased our last trash truck. Mayor Rumpf replied that it was back in 2021. Mayor Rumpf stated that we need to approve this Grant because there is price increase coming up in

September. There was a delay in getting the Grant Agreement to us, and now we need to move quickly as we were notified by the dealer on the prices going up in the next month.

Mayor Rumpf requested a Roll Call Vote:
James Nelson: Aye
Michael Thompson: Aye
Donna Dawson: Aye
Clark Brown: Aye
The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2025-11, A RESOLUTION AUTHORIZING PROJECT SAP 25-J2465-GF AS DESCRIBED IN ATTACHMENT A, AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)
James Nelson moved to approve Resolution No.2025-11, Authorizing Project SAP 25-J2465-GF As Described In Attachment A, And The Assignment of Authorized Officer(s) and Agents(s), 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 carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF HVAC QUOTES FOR NEW AIR CONDITIONER/FURNACE FOR VILLAGE HALL
Mayor Rumpf stated that a Heat Pump would be $10K.
James Nelson moved to approve the quote from I-DEAL HVAC, 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 carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF MAGDALENA FIRE DEPARTMENT FIRE HOSE TESTING
Michael Thompson moved to approve the Magdalena Fire Department Fire Hose Testing costing over the $5,000 limit, and James Nelson seconded the motion. The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTES FOR MAGDALENA MARSHAL'S OFFICE ROOF
James Nelson moved to approve AJ's Professional Roofing quote for the Magdalena Marshal's Office Roof, and Michael Thompson seconded the motion.

Mayor Rumpf requested a Roll Call Vote:
Clark Brown: Aye
Donna Dawson: Nay

Michael Thompson: Aye
James Nelson: Aye
The motion carried by a majority vote.

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Teri Winchester stated that the speeding of the Police Officer who had been speeding during the Farmer's Market had stopped but has now started again. She asked if now that the Budget was approved could it be published on the Village website. She stated that a Heat Pump would be better for the Village Hall in the long run.

Carol "Cricket" Courtney stated that in the section of the Senior Center Policy that speaks to donations can the process of how that works be added.

ADJOURNMENT: Donna Dawson moved to adjourn the meeting at 5:26 p.m. and Clark Brown seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Richard Rumpf
Mayor

Carleen Gomez

From: James Nelson <jcnelson@gilanet.com>
Sent: Wednesday, September 3, 2025 6:21 PM
To: Carleen Gomez
Subject: Re: DEPARTMENT REPORTS DUE

12 EMS calls in August.

Jim Nelson

EMS director

On 9/3/2025 5:45 PM, Carleen Gomez wrote:

> This is just a reminder that department reports are due this Friday by noon. Please let me know if you have any questions.

Thank You,

Carleen Gomez, **CMC**
Deputy Clerk
Village of Magdalena
Ph: (575)854-2261

Carleen Gomez

From: MVFD Chief <magvfdchief@gmail.com>
Sent: Thursday, September 4, 2025 10:59 AM
To: Carleen Gomez
Subject: Re: DEPARTMENT REPORTS DUE

Carleen,
In August, the Volunteer Fire Department had 4 training sessions, vehicle maintenance, and 7 fire calls. We also prepared the paperwork for the Fire Marshal's financial audit.
Charlie

Magdalena Marshal's Office

Monthly Report	***Month: AUG***	***Year: 2025***
Marshal Zamora	**ID#:Mag-1**	
Total Miles Driven:		
GENERAL CALLS:	**AMOUNT**	**REVENUE**
TRAFFIC CITATIONS: **Village Ordinances**	1	75
TRAFFIC CITATIONS: **State Statutes**		
VERBAL WARNINGS ON SPEEDING	6	
ANIMAL CONTROL COMPLAINT		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
ASSISTANCE CALLS:		
AMBULANCE/FIRE		
PUBLIC SERVICE	8	
NM STATE POLICE		
SHERIFF'S OFFICE		
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
OTHER:		
ALARM CALLS		
FINGERPRINTING		
Driving Tests	2	
Misc. Cases	6	
TOTALS:	23	75

MAGDALENA MARSHAL DEPARTMENT

MONTHLY VEHICLE EXPENDITURE REPORT

For the month of : AUG Year: 2025

License Number:_____

Make and Model:_ FORD F´F 150 2023

Report due in NO LATER THAN THE 10th OF THE MONTH

Date	Beginning Mileage	Ending Mileage	Miles	Fuel Gallons	Amount	Motor Oil Quarts	Amount
1	4656	4806	150	28.6	64		
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14	4806	4987	181	21.4	66.35		
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28	4987	5151	164	20.6	66.15		
29							
30							
31							
Totals			495	70.6	196.15		

Maintenance Section

01 Chassis Maintenance
02 Electrical Maintenance
03 Engine Maintenance
04 General Supplies
05 Interior Maintenance
06 Lubrication
07 Miscellaneous
09 Tire Purchase
10 Tire Repair 15
11 Wash and Wax

(Attach Copy of Invoices)
Invoice No.:_____Amt.$
10
Invoice No.:_____Amt.$____
Date
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____
Code:____ Date:_____
Invoice No.:_____Amt.$____

I certify that the above is correct to the best of my knowledge.

Signature: _____ **Title:** MARSHAL

JUDGE'S REPORT

AUGUST 2025

The Magdalena Municipal Court continues to follow all required COVID guidelines set forth by the Supreme Court of the State of New Mexico. At this time, most court cases continue to be heard telephonically with some trials held in person.

Cases heard in August 2025

8-11
12-6-1 Speeding 69mph/55mph zone- Telephonic Arraignment
Defendant didn't show, Letter mailed to reappear.
Total: $0.00

12-6-1 Speeding 80mph/55mph zone – Telephonic Arraignment
Judge found defendant guilty, ordered to pay fine.
Total: $190.00

12-6-1 Speeding 47mph/30mph zone – Telephonic Arraignment
Case to go to Trial
Total: $0.00

8-25
12-6-1 Speeding 69mph/55mph zone – Telephonic Arraignment
Case to go to Trial
Total: $0.00

12-6-12.6 Suspended Registration/12-6-1 Speeding 38mph/30mph zone – Telephonic Arraignment
Judge recused himself from case. Will send it to Magistrate court
Total: $0.00

12-6-1 Speeding 64mph/55mph zone - Telephonic Arraignment
Defendant found Guilty, ordered to pay fine

Total: $75.00

Librarian's Report
August 2025
Submitted: September 3, 2025

Days Open	22	**# of Volunteers**	5
Days Closed	0	**Volunteer Hours**	11
Total Visitors	260	**Museum Pass**	0
Museum Visitors	10	**New Library Cards**	7

Events:

Number of Events:	2	Attendance:	59

Date:		**# of People: A=Adult K=Kid**
8/28:	Book Club	8 A
8/30	Ice Cream Social and Contest	41 A, 10 K Σ: 51

Circulation

PHYSICAL		**DIGITAL**	
# of Books	53	# of eBooks	**July:** 54 A **August:** 44 A, 1 YA
# of Books on CD	5	# of Online Audio	**July:** 54 A, 8 J, 2 YA **August:** 72 A, 1 J, YA 2
# of DVDs	129		
Total Physical		**Total Digital**	
A=Adult J=Juvenile YA=Young Adult			
Total Circulation			
ILL Processed			

Computers/Wi-Fi

# Computer Sign ins	39
Total Unique Wi-Fi Devices	6 *(Data derived from combining laptop, IPad, copier, outside wifi usage and any other device that requires wifi that the library has to offer)*
Avg. # Wi-Fi Devices per day	3
Avg. Data Usage per Device	13.35 GB (*Mean determined by data usage of 3 main computers used*)

Narrative:

August has flown by! We participated in a ZOOM meeting with the new librarian to let her know what we are doing and a bit about how the library works and its function within the village.

On August 26th , we had a collaborative planning meeting with Jim Sauer to re-establish the Coding event with Kid's Science Cafe. Plans were made to begin lessons September 5th. This supervised event will be an on-going event on Friday afternoons. We are hoping this will boost event numbers and juvenile library patrons.

The Charles Lehman Grant was finalized. We were able to purchase 33 books including some large print and children's section additions. The follow-up requirements were met, so we are hoping this grant will be available to us again in the future.

We have just begun an application for the John Henry Elred Grant, due September 30th, before the new librarian arrives. This is an invitation-only grant, and we are hopeful we will receive a sizeable gift for children's materials and programming.

Please note that the Audio and Ebook data includes the month of July. Yvonne came in on September 2nd to teach us how to find those numbers.

*There is a website called Meraki that collects data for the monthly and annual reports. We have been unsuccessful obtaining the password to open the site. The password update goes to library@villageofmagdalena and we are still unable to open that account. This data will need to be updated for all reports we have completed in FY25-26 (July to the date the new librarian begins).

**We are still unable to open any of the documents Yvonne left for the new librarian. I think there are not enough Microsoft licenses. We have been able to create some, often very time-consuming workarounds, but this problem will also need to be addressed when Jeri takes over.

MAINTENANCE ISSUES:
August 26: I-Deal HVAC serviced all mini-splits
One work order to hang a picture has been submitted, July 30, 2025

Respectfully Submitted,
Jennifer Armstrong and Louise Hall
Temporary Librarians

9/3/25
9/3/25

VILLAGE OF MAGDALENA

VILLAGE OF MAGDALENA
RESOLUTION No. 2025-10

ADOPTING VILLAGE OF MAGDALENA AGING SERVICES PROGRAM
POLICY MANUAL

POLICY RECITALS

WHEREAS, the VILLAGE OF MAGDALENA Board of Trustees Council met in a regularly scheduled meeting on Monday, August 11, 2025, at 5:00 p.m. in the Village of Magdalena Council Board Meeting, 108 N. Main Street, Magdalena, NM 87825, New Mexico.

WHEREAS, NMSA 1978, Section 3-18-1 provides that municipalities, pursuant to NMSA 1978, Section 4-37-1, have the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order"; and,

WHEREAS, NMSA 1978, Section 4-38-18 declares that the Village of Magdalena Board of Trustees shall "have the care of the city property and the management of the interest of the city in all cases where no other provision is made by law"; and,

WHEREAS, the Village of Magdalena owns and operates a senior center to provide a place for seniors to congregate and in conjunction with the New Mexico Non-Metro Area Agency on Aging the Village of Magdalena provides meals at senior center, home delivered meals, transportation to Village of Magdalena senior citizens; and,

WHEREAS, the Village of Magdalena Council has determined that to best protect the Village of Magdalena's senior citizens and its property it is necessary to promulgate a Senior Center Policy Manual to provide for the efficient, safe operations of the Village's Senior Center; and,

NOW THEREFORE BE IT RESOLVED that the Village of Magdalena Board of Trustees Council hereby adopts the following Senior Center Policy Manual, which replaces all preceding manuals:

Contents

1.0 Program Code of Conduct

The Village of Magdalena Senior Center is required to comply with this Code of Conduct Policy. The Center will include compliance of this policy in the assessment process utilized for programs. Program employees, volunteers, other staff (program personnel), and elected officials shall adhere to the Village of Magdalena Personnel Policies.

It is the goal of the Village of Magdalena Senior Center Program staff to provide seniors with facilities and services to home delivered cooked nutritional meals, and at the Senior Center.

We should provide high quality, service-oriented assistance to our clients and hire staff willing to achieve this goal. We have a commitment to work together to make a positive difference in the lives of these senior individuals and the community we serve. We must always be concerned for the well-being of our senior citizens.

We must:

- Display honesty, integrity, and empathy in all our interactions.
- Have a courteous, friendly, cheerful outlook toward others.
- Consider the priorities/wishes of our seniors when delivering services.
- Maintain a regular schedule and arrive at the scheduled time.

1.1 Staff/Training

The Village of Magdalena Senior Center must have qualified staff to conduct in house trainings. The program has the responsibility to ensure that all training is completed and properly documented. Documentation verifying required training will be maintained by the Site Manager and must include date, time, and the source of training hours provided. It is the responsibility of the Site Manager to ensure that necessary training for all staff, volunteers, advisory councils, and elected officials (if required) is completed and properly documented.

- The following are Required In-House Training programs:
- Nutrition/Meal Preparation
- Kitchen Safety
- Sanitary Methods
- CPR/First Aid/Emergency
- Vehicle Safety/Maintenance (Village of Magdalena does have a Vehicle Safety Policy)
- Code of Conduct (in addition to the listed code for participants and staff, Village of Magdalena's personnel policy also includes a Code of Conduct for employees)
- Proper Documentation
- Provider Policy & Procedure Compliance
- Confidentiality/HIPAA
- Customer Service
- Personnel/Supervisory
- Fire Safety/Prevention/Evacuations

1.2 Staff Code of Ethics

1. All staff will adhere to the Village of Magdalena Personnel Policies and Procedures.
2. All staff will respect the privacy of each other, our senior participants, and their families.
3. Information staff may learn about each other, the senior participants, or their families, whether in person or from current or past records, and is to be kept confidential. Staff shall not use privileged or confidential information for their or another's gain.
4. Staff will maintain the highest standards of personal ethics and code of conduct at all times.
5. All staff will ensure unfair advantages of seniors or other people within the program do not occur. This includes:
    a. abuse, intentional or negligent infliction of physical pain, injury, or mental anguish.
    b. neglect or the failure of a caregiver for provision of basic needs.
    c. exploitation, the improper and unauthorized use of funds, property or other resources for another's profit or advantage.
6. Staff shall not use their position to intimidate, coerce, or threaten seniors into performing any act which the senior would not otherwise perform.
7. Staff will not engage directly or indirectly in a financial transaction for private gain because of information obtained through their position with the program.
8. Staff will not directly or indirectly accept compensation, gifts, loans, favors, gratuities, a promise of future employment or anything of greater value than or service as it relates to their job in the Program. (Gifts can be accepted during special holidays, but are not to be asked for and are not to exceed $25.00) (SEE DONATIONS)

1.3 General Procedures

1.3.1 Personal Safety

1. Staff will be aware of their surroundings at work and when entering the home of a client as these surroundings relate to their safety.
2. Staff will not enter a home, building, neighborhood, or other environment which presents a threat of serious physical or emotional harm.
3. Staff will carry a minimum of personal articles with them into client homes and keep items in their possession while in the home or leave them in a vehicle.
4. If at any time staff personnel believe they are in physical danger or are being sexually or otherwise harassed, they will immediately notify the Site Manager.

1.3.2 Client Safety

1. Staff will be aware of anything in the physical surroundings of the client that poses a danger to the client.
2. Staff are required by state law to report any suspected abuse or neglect of a senior.
3. Staff will be aware of any changes in the physical or emotional state of a client. (These issues should be reported to the Site Manager).

4. Staff are committed to protecting the safety of adults who cannot protect themselves and promoting the personal choice and self-determination of all we serve.
5. If Program staff suspects an adult is being abused, neglected, or exploited, the staff will call Adult Protective Services at 1-866-654-3219 or 1-505-476-4912.

1.3.3 Implementation Plan

1. All employees will be trained on the code of conduct's requirements and the general expectations regarding appropriate behaviors.
2. The Center will educate the public through workshops, presentations and written materials about the identification and prevention of adult abuse, neglect, and exploitation.
3. Cases of suspected adult abuse, neglect and financial exploitation will be reported to Adult Protective Services hotline at (866) 654-3219 or (505) 476-4912.
4. The Center will inform seniors that financial exploitation will not be tolerated by people within the Aging Network by posting large easy-to-read notices to caution seniors about exploitation and encourage them to report such problems to staff.
5. The Site Manager will discipline any person who violates the program's code of conduct following this manual's guidelines and, in the case of a city employee, the Village of Magdalena's Personnel Policy.

2.0 Disaster Policy

The purpose of this section is to summarize Village of Magdalena Senior Citizens Program efforts to evaluate and prepare for any disasters. In the event of a disaster, the Village of Magdalena Senior Citizens Program will implement the *Continuity of Operations Plan,* a separate document, in conjunction with the Fire Marshall/Emergency Management Team, Mayor and City Administrator.

2.1 Operational Needs

Prior to opening a site, staff will ensure the following:

1. Access to water and the necessary sanitary facilities.
2. Access to medications/prescriptions at a local pharmacy.
3. Access to health care.
4. A physician who will be willing to come to the center if needed.
5. A dentist who will be willing to come to the center if needed.
6. Determine other means of heat if natural gas is not available.
7. Determine other means of electricity if not available.
8. Obtain and maintain flashlights and batteries.
9. Access to a bank machine if needed.
10. Access to paper cups, plates, and flatware (eating utensils).
11. Access to hand-operated can-openers.

2.2 Emergency Plan

In times of emergencies, such as snow days, extreme rain, or other harsh weather when vehicles cannot get through to home bound participants, the following will be implemented:

1. The Village of Magdalena Mayor determines office closings and delays, and the Village Clerk or Administrator notifies the media.
2. Site Manager will be attentive to television stations when the weather is unsafe for driving.
3. Staff will call clients scheduled for medical transport and inform them that we will be unable to transport them due to the weather and will transport them on the next open day.
4. In emergencies when the center must close, we will transport participants to the nearest Fire Station. We will post notices at the Senior Center informing others that emergency services are located at the Magdalena Fire Station.
5. All attempts will be made to deliver homebound meals and clients will be notified if weather will not allow vans to operate. For homebound participants who live in areas where the roads get extremely muddy and the van cannot pass through, we will deliver extra shelf meals.
    a. Deliver five (5) shelf meals to each homebound client at the onset of inclement weather setting in. This will be the responsibility of van drivers.
    b. Deliver five (5) shelf meals to each new homebound client when we begin delivering their meals. This is the responsibility of the van driver.
    c. Inform each homebound client that the shelf meals are for when weather does not allow vans to deliver regular homebound meals.
    d. Give each homebound client instructions on how to prepare and care for shelf HB meals.
    e. In case inclement weather lasts longer than anticipated, we will attempt to deliver a meal to those homebound that are the frailest elderly. We will use any four-wheel drive vehicle available through the Village fleet. To assist with this type of delivery, it will be the responsibility of the administrative staff to coordinate with the Site Director and Village Clerk or Administrator.
6. PLEASE REFER TO THE PROGRAM'S CONTINUITY OF OPERATIONS PLAN FOR CONTINGENCY PLAN DETAILS

2.3 Fire Inspection

Fire Inspections/Drills will be performed twice a year by the Site Managers. Documentation will include the date, time, number of people present, the length of time to evacuate, the name of the supervising person and a witness signature line.

2.4 Environmental Infectious Disease

If in the event that the Village of Magdalena Senior Center encounters an infectious disease of any sort, the staff will take the following precautions for the safety of the seniors:

1. Contact the Socorro Public Health Office (NMDOH) at 575-835-470 to report and identify the infectious disease and follow any recommendations by the NMDOH.
2. Staff will also contact Nurse Advice New Mexico at 1-877-725-2552 and the NMDOH Reporting & Surveillance Hotline at 505-827-0006

3. If an infectious disease is discovered, the Center will be evacuated and closed. The Village of Magdalena Site Director will be notified of any sanitary cleanup, and request will be made to use the Village of Magdalena disinfectant fogger.

3.0 Political Activities

The Village of Magdalena Senior Citizens Program will provide equitable time for all candidates who make requests to address the seniors. The Site Managers will be responsible for enforcement of the following policies. This includes approval of political activity prior to the scheduled event.

3.1 Prohibited Activities

All agency representatives, including employees, and elected officials are prohibited from engaging in political activities with the senior citizens at a senior center. Such as:

a. Displaying endorsement of any individual candidate.
b. Displaying support of any individual candidate.
c. Displaying promotion of any individual candidate.

3.2 Presentations

1. Time Frame Allotted:
    a. No presentations will be made during lunch service.
    b. Presentations shall not exceed fifteen (15) minutes, including questions and answers.
2. Types of Presentations allowed:
    a. One-to-one process
    b. Group process
    c. Forums (sponsored by Village of Magdalena or the Senior Center Program)

3.3 Political Donations, Materials and Campaigning

1. Donations to the Senior Program: Candidates are allowed to make donations but are required to notify the Program prior to the contribution/donation being made.
2. Distribution of Political Candidates Material: Prior arrangements are to be made before distribution of the material and permission.
3. No campaign signs or materials shall be posted on Village of Magdalena property unless they are posted during an allotted presentation and removed immediately following the presentation.
4. Electioneering too close to the polling place consists of any form of campaigning with:
    1.) One hundred feet of the building in which the polling place is located on election day when voting at a school, church or private residence; and
    2.) One hundred feet of the door through which voters may enter to vote at the office of the Senior Center, or any location used as a polling place on election day that is not a school, church or private residence.
    3.) Electioneering includes the display or distribution of signs or campaign literature, campaign buttons, t-shirts, hats, pins or other such items and includes the verbal or electronic solicitation of votes for a candidate or question.
    4.) Whoever commits electioneering too close to the polling place is guilty of a petty

misdemeanor.

4.0 Consumer Surveys

5.1 Quality Survey-Consumer Input

A survey will be conducted annually to ensure development of the services needed. The survey is designed to monitor and measure the quality of services delivered by the Village of Magdalena.

1. Survey results will be used to:

   Present to elected officials.
   a. Improve and/or enhance individual service(s)
   b. Manage the quality of services.
   c. Ensure compliance with quality services delivered.
   d. Use as a planning tool.
2. The survey must include, but are not limited to:
   a. Age, gender, and marital status
   b. Number of people in household.
3. The analysis of data must include the number of surveys conducted, number returned, and the results of each question posed.
4. The Mayor, and Site Manager will develop a plan of action to address issues identified through the survey.
5. Documentation and the final report of each survey performed must be submitted to the Village of Magdalena Site Director and Site Manager and for acknowledgement and results must be maintained for a period of three years and will be available for review by Non-Metro AAA.

4.1 MENU APPROVAL PROCEDURE

Senior Center Food and Nutrition Guidelines
MENU APPROVAL PROCEDURE

Effective Date: September 2, 2025

DESCRIPTION/OVERVIEW

The Non-Metro New Mexico Area Agency on Aging (NMNM-AAA) has established the following menu approval process.

AREAS OF RESPONSIBILITY

Non-Metro New Mexico Area Agency on Aging Registered Dietitian/Nutritionist (NMNM-AAA RDN), Nutrition Providers

PROCEDURE:

1) All providers must submit menus to NMNMAAA Registered Dietitian/Nutritionist (NMNM-AAA RDN) for approval
   a) This includes NMNM-AAA online pre-approved menus and new menus from Nutrition Providers.
2) Lunch Menus that are submitted to NMNM-AAA RDN for approval must follow the lunch meal pattern:
   i) 3oz Protein daily or protein equivalent
   ii) 1c leafy green vegetable or two 1/2c serving of vegetables

iii) 1/2c Fruit or more 3x a week
iv) 1oz Grain-wheat grain preferred
v) 8oz milk offered (1% or 2%)
vi) Fat as needed
vii) Dessert optional

b) Breakfast menus that are submitted to NMNM-AAA RDN for approval must follow the breakfast meal pattern:
i) 1-2oz protein or protein equivalent
ii) 1/2c Fruit or more 3x a week
iii) 2oz Grain-whole grain preferred
iv) 8oz milk offered (1% or 2%)
v) Vegetables as needed
vi) Fat as needed

3) Portions sizes on menu are not required currently but are strongly recommended.
4) Nutrition providers must submit menus using word format only.
Providers can use the master menu template available online at:
https://www.nonmetroaaa.com/provider-portal
a) Menus that are submitted in PDF format, handwritten or excel will not be accepted and NMNM-AAA RDN will return menu to nutrition providers for correction.
5) Nutrition providers need to submit their menus to the NMNM-AAA-RDN by the 10th business day of the month, for approval. Menu can be submitted sooner than the above date.
a) Nutrition providers can send 1-2 monthly menus at a time for approval to the NMNM-AAA RDN.
b) Goal for Fiscal Year 2025-2026 is to have menu submitted two months in advance. For example, In August 2025, NMNM-AAA RDN will accept Nutrition providers menus for October 2025 and November 2025 menus, to ensure adequate time for the menus to be approved and providers have adequate time to include monthly menus in any media outlets, and food ordering.
6) Nutrition providers that are submitting pre-approved menus must include the following information in an email or on the bottom of pre-approved menus:
a) Week number
b) Senior Center menu approval number or
c) Senior center Month and year
d) Approved week number used

For example:
(1) Week 1 Santa Fe County October 2023 week 3
(2) Week 2 Sante Fe County October 2023 Week 2 140A

7) Nutrition providers that are using pre-approved menus must use weekly menu exactly without any changes.
8) If using NMNM-AAA pre-approved menus, providers must choose weeks that have the same number of days in it.
(i) For example: if a week has 4 days in it, senior center providers must choose menus that have 4 days in that week

(ii) If a week has two days in it, senior center provider must choose menus that have two days in it.

9) Pre-approved menus must also include corresponding weekly analysis included on the menu in the Nutrient Table.
10) Nutrition providers must also choose pre-approved menus based on the type of milk (1% or 2%) they are offering at their center.
    a) Nutrition providers can use approved menus that use different types of milk than what they are serving. Menus will then need to be analyzed and approved based on the milk that the provider is serving.

RESOURCES/TRAINING

Resources and Information	Contact Information
NMNM-AAA Provider Portal	https://www.nonmetroaaa.com/provider-portal
Constance Rudnicki, MS, RDN, LD	constancer@ncnmedd.com

5.0 Congregate Program

It is the purpose of this program to provide eligible individuals with improved health through nutritionally sound meals that meet the one-third Recommended Daily Allowance and to combat isolation.

5.1 Congregate Program Eligibility

1. Participants must be 60 years of age or older. (However, an individual's spouse can participate regardless of age.)
2. Any individual with disabilities who resides in the home of an eligible senior, regardless of age. (Once a disabled individual becomes eligible, they will be allowed to participate in the meals program under the same guidelines and rights as other participants.)
3. Eligible participants must be registered each fiscal year (July 1 through June 30) by providing the following information:
    - Name
    - Address
    - Age
    - Ethnicity
    - Physician's name
    - Date
    - People to notify in case of emergency.
    - Medications - health condition
    - Other pertinent information (update changes as necessary)
4. All participants, including blind and/or disabled individuals will be served in accordance with the Rehabilitation Act, Section 504. These people and those with limited mobility will have special provisions as necessary-Le., sturdy chairs, adequate moving space for crutches, walkers, or wheelchairs.

5.2 Serving Guests and Staff

Ineligible guests or staff who eat the congregate meal at the Village of Magdalena Senior Center will pay the full price of $8.50. This price is subject to change based on operational expenses and is determined by the *Meal Cost Worksheet.*

5.3 Meals

1. The center will provide hot or appropriate meals at least once a day, five days per week.
2. Tables and chairs will be available for all participants and will be sturdy and appropriate for older people.
3. Individuals under the age of 60 providing volunteer services during the lunch hour will be eligible for a meal if:
    a. It will not affect the meals served to eligible participants.
    b. Elderly participants' environment and safety is not threatened.
    c. All health and sanitation procedures are followed.
4. Staff, guests, and volunteers under age 60, ineligible for services, may not consume a meal when it will deny eligible people an opportunity to receive a meal. (If ineligible for services, the full cost of the meal is to be paid as determined by the *Meal Cost Worksheet.)*
5. Contributions are strictly voluntary.
6. Participants will not touch food on the serving line.
7. Participants will note and respect the use of designated handicap areas.
8. Food is not to be carried out.
9. Food cannot be pilfered from participants (i.e., caregivers or visitors may not be included in a participant's individual meal).

5.4 Congregate Facilities

1. Facilities will comply with all applicable federal, state, and local health, fire, safety, building, zoning and sanitations laws, ordinances, or codes.
2. The Program will maintain procedures that will assure the facility is clean, safe, and comfortable.
3. The congregate site shall always have a basic first aid kit on the premises.
4. A properly charged fire extinguisher will always be on the premises with a current inspection tag.
5. Each Site Manager will carry out an on-site physical evacuation plan at least bi-annually.

5.5 Posted Notices, Signs, Information

All sites must post notices in conspicuous locations to include:

1. The rights of eligible people to equal opportunity and access to services.
2. Posted grievance procedures for participants.
3. An evacuation plan.
4. No smoking sign indicates that smoking is not permitted inside any Village of Magdalena Building.
5. Notice that only trained staff or volunteer meal delivery people may carry out meals to meals sites.

6. Code of Conduct
7. Fund Raising Policy
8. Full cost of meals to be recovered from ineligible individuals.
9. Policy for serving meals to guests or staff ineligible for meals.
10. Number of contributions for participants and how the contribution is used.

6.6 Records and Reports

1. Daily logs and other such records shall be maintained for the services provided.
2. These records will be submitted to the AAA in a timely manner.
3. Site Managers will conduct and document monthly site inspections of kitchens.

5.7 Congregate Participant Code of Conduct

The Village of Magdalena Senior Citizens Program will administer the activities at the Village of Magdalena Senior Center as well as the use of transportation vehicles established under the Code of Conduct policies as set forth in this manual.

The Program will focus whatever means it has at its disposal to address substance abuse, harassment, and weapons at the Senior Center, in vans, and in the participant's homes to assure and protect the safety and security of its elderly participants and our staff.

1. Participants may not cause disturbances either by physical or vocal abuse of another person or persons, including staff.
2. Participants may not knowingly and willfully abuse or encourage others to abuse the privileges, or the facilities or the services made available through the Village of Magdalena Senior Center.
3. Participants may not cause damage to property or the premises of the Village of Magdalena Senior Center.
4. Participants must respect the rights of others to share in the Program services, benefits, and activities on a need basis, which especially considers economic, health and social needs and does not discriminate on basis of race, creed, or culture.
5. Participants found to have perpetrated theft of Program or other property while engaging in activities, receiving benefits, or working for Village of Magdalena Senior Center, will be subject to disciplinary action.
6. Participants may not use or have alcoholic beverages, illegal drugs or substances, firearm, and dangerous weapons on the Village of Magdalena Senior Center property.
7. Participants may not smoke anywhere in the Senior Center.
8. Participants may not use defamatory statements regarding race, culture, religious or political affiliation of another person or persons, including staff.
9. Participants may not use abusive or foul language while at any Senior Center.
10. Participants will dress appropriately and will attend congregate meals and activities on a regular basis and be clean and well groomed. Any individual attending that is very unkept and dressed inappropriately will be asked to leave.

11. Participants driving into or out of the parking area of any Senior Center will drive in a safe and respectful manner. Speeding through a congested area in which there may be pedestrians is not allowed at any time.
12. Sexual harassment is not allowed or condoned by anyone attending the Senior Center Program activities, including staff.

5.7.1 Congregate Conflict Resolution

Participants found in violation of rules or regulations shall:

- Meet with the Site Manager to first try and resolve any conflict.
- If it cannot be resolved, the participant may then report conflict to the Village of Magdalena Administrator or Director.
- If the participant is still not satisfied with the resolution, they may take the grievance to the Village of Magdalena Board of Trustees.
- Finally, with no resolution, the participant may then contact Director of the NCNMEDD Area Agency on Aging for final resolution.

5.7.2 Congregate Participant/Consumer Rights

Participants may expect the following rights:

1. The right to confidentiality of records relating to the individual.
2. The right to be treated with respect and dignity.
3. The right to be cared for in an atmosphere of sincere interest and concern in which needed support and services are provided.
4. The right to be encouraged and supported in maintaining one's independence to the extent that conditions and circumstances permit, and to be involved in a program of services designed to promote personal independence.

5.8 Center Activities

Activities may be held in the Senior Center during the regular center hours or as specifically scheduled with prior permission. Center participants monitored by staff are responsible for cleaning up after the activity.

5.9 Senior Center Hours

7:00 am to 4:00 pm

5.10 Alcohol at Sites

1. The presence and/or consumption of alcoholic beverages will not be allowed in any Senior Center or in any vehicle.
2. Abusive use of alcohol will not be tolerated and any person violating this policy will be asked to leave the premises immediately by the Site Manager.
    a. If the Site Manager encounters resistance, the Police and/or Sheriff's Department will be called to escort the individual off the premises.

b. Under no circumstance should staff or any other person attempt to restrain the violator physically or verbally.
c. The violator will be notified in writing of the consequence of his/her action as it relates to the violation.
d. The staff person in charge must immediately communicate and document the situation to the Manager or the next person in the chain of commands.

5.11 Drug Free Policy

1. The presence and/or consumption of any illegal drugs will not be allowed in any Senior Center or in any van.
2. Abusive use of drugs will not be tolerated and any person violating this policy will be asked to leave the premises immediately by the Site Manager or designee.
    a. If the Site Manager encounters resistance, the Police and/or Sheriff's Department will be called to escort the individual off the premises.
    b. Under no circumstances should staff or any other person attempt to restrain the violator physically or verbally.
    c. The violator will be notified in writing of the consequence of his/her action as it relates to the violation.
    d. The staff person in charge must immediately communicate and document the situation to the Site Manager or the next person in the chain of command.

5.12 Weapons & Violent Actions

No weapons of any sort are allowed in the Village of Magdalena Senior Center. (Guns, knives, blackjack, mace, tear gas or any other dangerous instrument.)

1. Anyone suspecting the presence of or seeing a weapon must notify the staff person in charge immediately.
    a. The Site Manager will call the Village of Magdalena Police Department for a police escort.
    b. Under no circumstances will the Site Manager make any attempt to remove the perpetrator.
2. When violent action perpetrated between participants, guests, or any staff member, either in a physical encounter or verbal exchange, may constitute a fight, the Site Manager may attempt to verbally stop the violence. Under no circumstances should the staff attempt to physically separate the belligerents.
    a. If resistance is encountered, the Site Manager will call the Village of Magdalena Police Department to escort the individuals out.
    b. If a suspension is justified, the person causing the problem will be sent a letter by registered mail. This letter will be signed by the Site Manager.

5.13 Harassment

Harassment in any form will not be tolerated (i.e., by telephone, verbally, in writing, in a personal way or in an angry manner).

1. Under no circumstance will the staff person argue with the abusive caller or respond to the caller in a rude manner.
    a. Staff or volunteers who receive harassing telephone calls will be instructed to inform the person, participant, to call back when the caller has calmed down.
    b. Person violating this harassment policy will be asked to leave.
    c. If written harassment is received the document shall be given to the Site Manager.
    d. Oral abusive behavior will be documented and reported to the Site Manager.
2. If a suspension is justified, the participant causing the problem will be sent a letter via registered mail, which will be signed by the Site Manager or Site Director.

5.14 Stealing or Destruction of Property

Any participant who is caught stealing or intentionally destroying property will be subject to suspension or removal from the property.

1. No abuse or destruction of property will be tolerated.
2. No eating or drinking while playing pool, working with computers, or any other equipment which could be damaged by mistreatment.
3. If suspicion of theft occurs, it should be reported by the Site Manager to the Village of Magdalena Police Chief.

5.15 Personal hygiene

Good personal hygiene and cleanliness is expected and anytime a participant's personal hygiene or cleanliness is offensive to other senior participants, the Site Manager will counsel the participant.

1. While counseling the individual, the Site Manager will try to discover why the participant is having difficulty maintaining good personal neatness and cleanliness. The lack of neatness and cleanliness may, in fact, be a symptom of something seriously wrong.
2. If the problem cannot be corrected, the participant may need to be suspended from participation at the senior center. In-home services will be provided as deemed necessary if the participant qualifies.
3. Document findings and recommendations to the Site Manager.

5.16 Disciplinary Administrative Procedures

If the Site Manager has reasonable cause to believe that a participant has violated a provision or provisions of the Program Code of Conduct the Site Manager will take steps as follows:

5.16.1 Due Process Procedures

1. When the Site Manager has reasonable probable cause to believe that a Participant has violated a provision or provisions of the Code of Conduct, the Site Manager shall meet with the participant in an attempt to informally resolve the issue.

2. In the event a mutual agreement cannot be made, the Site Manager will send a written notice to the participant in the intended disciplinary action. (Written notice will be translated into appropriate language.)
3. The written notice shall specify the violation and the disciplinary action taken and the participant's right to appeal.
4. The participant shall have 5 calendar days from the date of receipt of the written notice to request a hearing to appeal the disciplinary decision with the Site Director or Site Manager or his/her designee.
5. The Site Director or his/her designee will conduct a hearing as outlined in policy at the Magdalena Senior Center.

5.16.2 Appeal & Hearing Process

The appeal and hearing process is outlined in section 6.2 of this policy manual.

6.0 Homebound Program

Nutrition education will be provided and documented through materials sent to the home, visit, or telephone contact a minimum of twice annually. Providers have developed procedures for providing other supportive service for the participants to prevent isolation. Instructions for proper storage and reheating are provided monthly.

6.1 Eligibility

1. Participants must be 60 years of age or older. (However, an individual's spouse can participate regardless of age.)
2. Any individual with disabilities who resides at home with an eligible senior regardless of age. (The local service provider will determine an individual's disability status. Once a disabled individual becomes eligible, they will be allowed to participate in the meals program under the same guidelines and rights as other participants.)
3. The Site Manager or designated staff person must document and conduct intakes on all homebound participants and participants must meet the following criteria:
    a. A needs assessment must be completed. Individuals must not receive home-delivered meals for more than 10 days without a needs assessment.
    b. The assessment must state the reason for eligibility and have the client's rights on file.
    c. If referred to by a physician or an agency, a statement must be on file stating the reason.
    d. Participants must be unable to attend the Meal Site.
    e. The participants' file must indicate whether the condition is temporary or permanent.
    f. Special consideration should be given to the frail and those with the greatest economic need.
    g. Reports on suspected cases of abuse, neglect and exploitation will be made within 24 hours of awareness to Adult Protective Services.
    h. Participants' files must be reviewed at least every six months.

i. The Site Manager has the authority to make final decision based on a needs assessment and outreach visit. Exception: Individuals diagnosed with dementia or a mental condition.

6.2 *Waiver of Permanent Condition Related to Eligibility*

The permanent condition wavier allows the Village of Magdalena to perform an annual reassessment on an in-home service consumer rather than performing a reassessment every three or six months for those clients whose conditions may be permanent. Some of the permanent conditions a home-bound senior may have are:

- Bedridden
- Using a wheelchair.
- Amputee
- Alzheimer's disease
- Dementia
- Other Cognitive disorder
- Social intellectual challenge
- Intellectual Disabilities
- Blindness
- Renal failure
- Traumatic brain injury
- Multiple sclerosis
- Parkinson's disease
- Schizophrenia
- ALS
- Degenerative disease leading to incapacity or paralysis.

Supervisory assessments for such persons with permanent conditions may be conducted: monthly, quarterly, semi-annually, or annually by the coordinator of the Home Delivered Meals Program.

6.3 *Drivers*

1. Persons delivering meals must be trained utilizing the ***"Handbook/or Delivering Meals."*** and training must be documented.
2. Any employee, volunteer or a designated individual of the program must deliver all home delivered meals. **Name tags must be utilized**.
3. No "take outs" are allowed.
4. The delivery driver will report immediately to the Site Manager significant changes in the participant's physical or mental condition or environment.
5. The Site Manager or designee will investigate and conduct appropriate action by the first working day after awareness of any changes in their physical or mental condition or environment.
6. The driver will record daily delivery of each meal to each participant and the following information:
    a. The temperature of the first and last meal delivered.

b. The total delivery time.
c. The condition of the meal.

7. A written alternate plan must be in place for the provision of meals in emergency situations, such as severe weather.

6.4 *Meals*

1. The meal is to be given directly to the participant unless permission is granted to enter the home and conveniently place the meal with directions from the participant or an authorized caregiver.
2. A participant must receive written instructions for proper storage and heating of foods which are not consumed immediately. This must be done as soon as participants begin receiving meals.
3. The participants must be given the opportunity to contribute towards the service voluntarily and free from pressure.
4. The participant must be assured of confidentiality with their contributions.
5. Meals will be packed and sealed to provide easy access for the participants while minimizing food spills and damage.
6. Meal carriers will be cleaned and sanitized daily. If they are not sanitized, they must have a sanitized liner.
7. Meal carriers used to transport trays or containers of hot or cold foods will be enclosed and equipped with insulation.

6.5 *Hot Foods*

1. Hot storage of potentially hazardous foods will be such that foods are held until delivered at 140°F or above except during necessary period of preparation.
2. Holding time for hot food will not exceed two hours from the time when the food is taken from the equipment in which cooking or reheating is completed until it is delivered.
3. Supplies and carriers will be used to ensure that hot foods are packaged and transported in separate carriers from cold foods.
4. Hot foods will be sent out in aluminum or reusable trays. Styrofoam does not maintain the correct temperature but may be used for cold entree items.
5. If a participant is unable to open aluminum or reusable trays driver will open them.

6.6 *Cold Foods*

1. Refrigeration of potentially hazardous food will be such that foods are pre-chilled in less than four hours and held at 40°F or below during the transport: fruit or vegetable salads that do not contain potentially hazardous food will be pre-chilled.
2. When frozen or chilled meats are begin provided, the Center and the participants must be able to provide safe conditions for storing, thawing, and reheating.
3. Drivers or designated staff will report any unsafe condition to program administration.

6.7 *Homebound Participants Code of Conduct*

The Village of Magdalena Senior Citizens Program will administer all in-home services. This Code of Conduct lists those policies established to provide a safe and orderly environment for senior participants and the service provider. Clients must provide a safe and orderly environment for the service provider that includes any pets that need to be restrained or in a closed quarter area to protect the service provider.

6.7.1 Homebound Participant Policy

1. Recipients of services must be courteous to the staff while in the home.
2. Recipients of service will not harass in any form.
3. Violent actions by recipients of services will not be tolerated.
4. Family and friends of participants must also adhere to these policies.

Failure to comply with any policy can result in suspension or termination of services.

6.7.2 Disciplinary Administrative Procedures

If the Site Manager has reasonable cause to believe that a participant has violated a provision or provisions of the Program Code of Conduct the Site Manager will take steps as follows:

6.7.3 Due Process

1. When the Site Manager has reasonable probable cause to believe that a Participant has violated a provision or provisions of the Homebound Participants Code of Conduct, the Site Manager shall meet with the participant in an attempt to informally resolve the issue.
2. In the event a mutual agreement cannot be made, the Site Manager will send a written notice to the participant in the intended disciplinary action. (Written notice will be translated into appropriate language.)
3. The written notice shall specify the violation and the disciplinary action taken and the participant's right to appeal.
4. The participant shall have 5 calendar days from the date of receipt of the written notice to request a hearing to appeal the disciplinary decision to the Site Director or his/her designee.
5. The Site Director or his/her designee will conduct a hearing as outlined in this policy at the local senior center, if possible or in the home if necessary.

6.7.4 Appeal & Hearing Process

The appeal and hearing process is outlined in section 9 of this policy manual.

7.0 In-Home Program (Homemaker & Chore Services)

Employees and contractors of the Village of Magdalena Senior Citizens Program, who provide in- home supportive services, must comply with the following guidelines that promote the rights of each older individual who receives such services. Older individuals will be educated as to their rights. In-home individuals will have a signed "Client's Rights" on file. (This should include the employee's signature and date.)

7.1 Individual's Personal Rights.

Program participants enjoy the following rights:

1. The right to confidentiality of records relating to the participant.
2. The right to be treated with respect and dignity.
3. The right to be cared for in an atmosphere of sincere interest and concern in which needed support and services are provided.
4. The right to be encouraged and supported in maintaining one's independence to the extent that conditions and circumstances permit, and to be involved in a program of services designed to promote personal independence.

7.2 Individual's Participation Rights

Program participants enjoy the following rights:

1. The right to participate in the program in the development of one's service plan for care involved to the extent possible in program planning and operation.
2. The right to be fully informed in advance about each in-home service provided and about any change in such service that may affect the well-being of the individual.
3. The right to voice a grievance with respect to such services that is or fails to be provided without discrimination or reprisal because of voicing such grievance.

7.3 Enrollment Procedures

To define the method of tracking the number of eligible participants receiving or needing services through the Village of Magdalena Senior Citizens Program.

1. At the time a referral is received for in-home services, a qualified staff member will determine the availability of providing service.
2. After determining the availability of service, applicants will be notified whether services are available at the time.
    a. If services are not available, applicants will be notified they have been placed on the waiting list and suggest alternatives.
    b. Applicants will be notified when service becomes available.
3. An in-home Needs Assessment will be scheduled within 10 days by a qualified staff member.
4. Activities of Daily Living (ADL) and Instrumental Activities of Daily Living (IADL) assessment will be completed for clients requesting in-home services of any type.
5. Every six months a reassessment for in-home services will be completed to determine continuation of service.
6. The determination to continue with services will be based on the reassessment or by observation of the staff person providing the service.
7. An in-home service will be discontinued if the client no longer meets the in-home eligibility criteria.
8. If services are denied, a second opinion may be requested within 10 days.

7.4 *Underage Policy*

This is a provision to provide service to five {5} individuals under the age of 60 who are in poor health and with no other means to obtain services. Applicants 60 years of age or older will be given priority for all services. Therefore, services to an individual under the age of 60 may be reduced, at some point, to address the needs of an older senior having a higher priority for services. Criteria for such a determination are:

- Frail
- Low income
- Degree of disability
- No family support
- Limited family support

7.5 *Procedures*

1. When a referral is received an in-home need, assessment is done to determine how great a need exists.
2. After the assessment of needs is completed, depending on availability, services will begin.
3. If no service is available, applicants will be added to the waiting list.
4. Service will continue until the individual has other resources available.
5. In-home needs assessment will be conducted bi-annually to determine eligibility.

7.6 *Waiting List*

A waiting list for services of those applicants who have requested services that are currently filled to capacity is maintained as follows:

1. Create and maintain a list of those applicants requiring services currently filled to capacity.
2. Names are added upon receipt.
3. List must contain:
    a. Service requested.
    b. Name of individual
    c. Address
    d. Phone number
    e. Under-age applicants will be identified as such.
    f. When there is an opening. An in-home needs assessment will be conducted on the person next on the list.
        i. If through the needs assessment, it is determined service is no longer required, the next person on the list will be assessed.
        ii. The process will continue until the next qualified person is identified.

8.0 Transportation Program

8.1 *Program Vehicle Utilization*

It is the policy of the Village of Magdalena Senior Citizens Program that program vehicles, purchased with federal, state, or other matching funds, are used for the purpose for which they

were intended. Priority must be given to the provision of services to eligible participants, our Senior Citizens.

8.2 Driver and Staff Procedures

1. No vehicles will be used for personal use.
2. Any employee seen using the city vehicle after working hours for personal use will be subject to immediate disciplinary action. No family member or other person under the age of 60, not authorized by the administrative office, will ride in any city vehicle at any time.
3. Courtesy to the Senior Citizens is of the utmost importance and is always stressed.
4. Drivers will assist Senior Citizens during boarding and de-boarding program vehicles.
5. Drivers will assist Senior Citizens from their house or apartment to the vehicle and back when such help appears necessary.
6. Handicap vehicles will be used for disabled participants who require its use. These vehicles will be used for non-disabled participants also and to transport homebound meals.
7. Out of state utilization: For out-of-state trips, vans or buses shall be rented. Cost shall be divided and paid for by passengers.
8. Safety: All incidents/accidents must be reported to the Village of Magdalena Police Department, the Transportation Supervisor, the Safety Committee and Risk Management personnel as well as the respective supervisors.

8.3 Other Rules or Regulations

1. To schedule vehicle use, Senior Citizens need to call at least 24 hours prior to the date of needing transportation. Seniors are encouraged to call as soon as they know services will be needed as appointment slots may fill quickly.
2. Appointments will be made on a first-come, first-serve basis. If appointment slots are full, the Transportation program will be unable to accommodate requests made too late.
3. Smoking will not be allowed by anyone in the Village vehicles at any time.
4. Non-food items pertaining to livestock, pets, and all other animals are not to be transported in program vehicles.
5. No packages or items of over 20 pounds will be transported in program vehicles.
6. No van will be used to transport participants to any liquor establishment, (apart from a restaurant which may serve liquor.)

8.4 Vehicle Maintenance Policy

Each driver is assigned a vehicle for the purpose of transporting Senior Citizens to and from the senior center, medical appointments, and shopping trips and for delivering homebound meals. It is the driver's responsibility to ensure that the vehicles are in safe operating condition.

8.5 Vehicle Operation

1. Every day, each driver will complete a pre-trip inspection of the assigned vehicle and document this inspection.
2. Every time a driver uses a vehicle other than the one assigned, that un- assigned driver is responsible for completing a pre-trip inspection.
    a. Each pre-trip inspection will include:
        i. Check all fluids.
        ii. Tire inflation and wear
        iii. Lights are working properly.
        iv. Breaks
        v. Cleanliness of vehicle
        vi. Assured vehicles are in safe running condition.
3. Each driver will be responsible for informing the Site Manager of any repairs needed.
4. Each driver is responsible for keeping the assigned vehicle clean and clutter free. To make arrangements to clean the vehicle, notify the Site Manager.
5. Vehicles will be taken to the City's Fleet Mechanic for preventive maintenance, including oil changes, at regular intervals.

8.6 Vehicle Record Keeping

1. Should a driver be involved in an automobile accident, the driver must notify:
    - The Site Manager, Village of Magdalena Police Department and Village Office to report to NMSIF Insurance Office.
    - Use Notice of Accident form to gather all needed information.
    - Drivers may be subject to post-accident drug/alcohol testing pursuant to Village of Magdalena's personnel policy and vehicle safety policy.
2. Program Site Manager and Village administration will keep all records pertaining to individual vehicles which include:
    - Documented Pre-trip inspections.
    - Maintenance history
    - All parts purchased for each vehicle.

8.7 Vehicle Cellular Phones

Van drivers may be assigned a cellular phone for use while working. This phone is to be used for services pertaining to job related duties only (example: calling a senior for directions to their home).

1. Cellular devices may not be used while operating a Program vehicle unless use complies with the Village of Magdalena Cell Phone Policy.
2. All calls will be logged on the log sheets provided to each driver.
3. The Program will pay for the calls pertaining to the Program. No personal calls are to be made from these phones.
    a. Drivers making personal calls will be responsible for paying for such calls.
    b. Failure to pay for personal use may result in disciplinary action.
3. If the phone becomes damaged, please bring it to your supervisor's attention immediately.

9. Participant Grievance & Disciplinary Hearing Procedures

9.1 Grievance Procedure

Any program participant that is dissatisfied with or denied services from Village of Magdalena Senior Center Program should follow procedures outlined as follows. Failure to follow these procedures will cause the complaint/grievance to be rejected without consideration.

1. Present original complaint or grievance in writing to the staff responsible within five (5) calendar days of the occurrence. (Site Manager first then Site Director, or Mayor, etc.)
2. The respective individual will make every effort to resolve the situation within fourteen. (14) calendar days of complaint/grievance.
3. If the participant is not satisfied with the results, a written report of the complaint/grievance should be submitted to the Board of Trustees Council with a copy forwarded to the Mayor and/or Site Director.
4. The local City Council will have fourteen {14) calendar days to make every attempt to resolve the complaint grievance.
5. If all the procedures have proven unsuccessful, the Mayor or his/her designee will attempt to resolve the complaint/grievance within seven (7) days of notification by the local advisory council.
6. The Site Director or his/her designee will submit the final determination to the participant. If needed, assistance from the PSA 2 advisory council and state agency on aging will be requested to arrive at a final decision.

If participants are not completely satisfied with the results, please write to:

NCNMEDDAAA

Consumer Service Director

P.O. Box 5115 Santa Fe, N.M. 87507

There is a formal grievance procedure if you do not receive satisfaction.
If you feel you have suffered from abuse, neglect, or exploitation call:

Adult Protective Services at 1-866-654-3219

9.2 Disciplinary Hearing and Appeal Process

Any program participant who desires to appeal the decision of the Site Manager shall follow the appeal procedures as outlined as follows.

1. Upon receipt of a timely request for hearing to appeal to the disciplinary decision of the Site Manager, the Site Director or his/her designee shall schedule a hearing no earlier than five (5) calendar days from receipt of the request and no later than thirty (30) calendar days from the receipt of the request. Notice of the hearing shall be mailed to the program participant at least five (5) calendar days prior to the scheduled hearing.
2 The Site Director or his/her designee shall meet with the program participant and the Site Manager who administered the discipline at the appointed time. The City Attorney and legal counsel for the program participant may also be present. At this

hearing the program participant will have an opportunity to respond to the reasons for the disciplinary action. Witnesses are permitted as determined relevant to the case by the Site Director.

3. At the hearing, the Site Director or his/her designee shall make rulings on procedural and substantial issues of the hearing and shall determine the admissibility of evidence and testimony, all of which must have a direct bearing on the issue appealed. Formal rules of evidence shall not apply.
4. DISCIPLINARY HEARING DECISION. The Site Director or his/her designee will issue a decision, including findings of fact, which form the basis of the Site Director conclusions of law, in writing, within fourteen (14) calendar days of the hearing. The decision will include the time, date and location of the meeting, people present, and determination. The written decision shall be either delivered to the program participant (obtaining program participant's signature of receipt of the decision) or be sent to the program participant by certified mail, return receipt requested.

10.0 Disenrollment Policy

Failure to comply with any of the posted Code of Conduct policies may result in a participant's disenrollment from the programs and services offered by the Village of Magdalena Senior Citizens Program. Specific reasons for Disenrollment are listed in the program's codes of conduct.

Participants can be dis-enrolled if funding becomes unavailable.

10.1 General Disenrollment Guidelines

1. Any possible Disenrollment referrals shall be given to the Site Manager by appropriate staff after all attempts to resolve at their level have failed.
2. After the Site Manager has received referral of reasonable probable cause to believe that a participant has violated a provision or provisions of the Congregate Code of Conduct or In-Home Code of Conduct, the Site Manager shall meet with participant in an attempt to informally resolve the issue.
3. In the event a mutual agreement cannot be made, the Site Manager will send a written notice to the participant of the intended Disenrollment. The written notice shall specify the violation and the participant's right to appeal and will be translated into appropriate language.
4. The participant shall have five (5) days from the date of receipt of the written notice to request a hearing to appeal through the Site Director.
   a. The Site Director will review the documentation and interview the participants and the Site Manager.
   b. Thirty (30) days after the final decision to dis-enroll is rendered, participant will be deactivated from enrollment.
5. A person who is dis-enrolled may apply for consideration for re-enrollment.
6. The Site Manager will conduct the reconsideration.
7. The participant will be encouraged to participate in other program services.

10.2 In-Home Services

In-home services can be discontinued if participant obtains other resources Village of Magdalena Senior Citizens Program

11.0 Participant Enrollment Policy

To define the method of tracking the number of eligible participants receiving services through the Village of Magdalena Senior Citizens Program, data will be collected by all programs utilizing a Client Registration Form, the Nutritional Assessment Form, Activity of Daily Living (ADL), and Instrument Activities of Daily Living (IADL) Form.

11.1 Enrollment Procedures

1. Assessment forms must be ready for staff to complete for each participant.
2. One qualified employee must work one on one with the client in completing the forms.
3. Original forms are sent to Non-Metro Area Agency on Aging Office.
4. Clients must sign daily logs for each service received.
5. At the end of the month when all rosters have been tabulated, the roster must be submitted to the designated staff member to enter the data into SAMS.
6. This cycle must be completed for each client receiving services.

12.0 Data Submission

12.1 Data Reconciliation

Each month all hard copies and all data entered into the SAMS program must be reconciled to ensure that correct numbers are being reported. The SAMS Coordinator will enter all data into SAMS from the hard copies and then print out this data.

12.1.1 Data Reconciliation Procedures

1. Data is entered into SAMS.
2. A Summary Report is generated and reconciled to raw data. Raw data includes daily sign-in sheets, rosters, home delivered meals route sheets, transportation logs sheets, etc.
3. Reconcile to Eligible meals. Eligible meals include all people aged 60 or older and their spouses regardless of age.
4. **If** data does not reconcile do the following:
    a. Verify mathematical accuracy of raw data.
    b. Verify accuracy of data entered into SAMS roster.
    c. Compare raw data to data entered into SAMS.
    d. Input corrections.

12.2 Client Record Policy

1. Village of Magdalena Senior Programs will not use the aggregate and temporary identification number fields (1.D.) as mechanism for not registering clients.

2. All clients who are entered into the aggregate and receive meals on a regular basis must be transitioned to registered client status. Regular basis is defined as a client receiving services monthly.
3. All Congregate clients will be re-registered yearly during the month of their birthday, unless a more frequent determination is made by AAA.
4. All homebound clients will be reassessed bi-annually unless a more frequent determination is made by AAA.

13.0 Program Income

13.1 Program Funds

All funds administrated by the Village of Magdalena Senior Citizens Program are derived as follows:

- Federal, State and City funds are budgeted each year and cannot be changed without approval of the issuing agencies.
- Program Income Contributions from seniors and other sources vary from year to year depending on senior participants and must be estimated from prior years.

13.2 Policy on Program Income

Each Center's Site Manager, Site Director and Administrators will be knowledgeable and able to educate seniors and staff as to where program income is derived and how it is expended.

1. The Site Manager, Site Director and Administrators, for a particular center, will at all times ensure their Center adheres to the mission and objectives of the Village of Magdalena Senior Citizens Program. They will educate their senior participants and staff as to where funds are expended.
2. The Site Manager, Site Director and Administrators will educate new Council members and staff.
3. The Site Manager will also ensure that a poster (explaining program income) is posted in a prominent place at the center at all times.
4. All donations for homebound meals, congregate meals, coffee, popcorn, transportation, or any donation made to the Senior Center must be deposited into that Program's fund. All donations will be recorded on the cash count sheet and sent daily to the Village of Magdalena Office to deposit into the specified fund. A copy of said receipt will be remitted by Village Hall to ensure credit to the proper department.
5. Two staff members will witness and sign the Cash Count form and receipt, or one staff member and a senior participant will sign, but two signatures are required.

Fundraising Policy

Fund raising activities (bingo, gift sales, dinners, etc.) which utilize program resources including the use of facilities, equipment, and staff, must recognize these funds as program. income. Program Income must be budgeted and expended in the same fiscal year in which it was earned. All funds derived from fund-raiser activities must be used to benefit seniors.

Each Site Manager is responsible for fundraising activities at their Center and are responsible for policy compliance.

1. All monies derived from the Center fundraising will go back into the center's programs for the benefit of all the seniors.
2. A fair amount of funds derived through each fund raiser must be allocated to the Village of Magdalena Senior Citizens Program based on the following percentages submitted to the Area Agency on Aging for utility expenses:
    a. 25% must be allocated to AAA for utility expense.
    b. 5% to the Village for use of the building
    c. 70% are allocated to the Village of Magdalena Senior Citizens program.
3. If the fundraiser is held out of a Senior Center building and staffed by volunteers, then monies raised must be allocated 100% to the Village of Magdalena Senior Center and used for the benefit of all seniors at all center locations.
4. If staff members are utilized during working hours, the program can be reimbursed at the employee's regular wage rate and in accordance with AAA/ Village policy, per member.

14.0 Fundraiser Recordkeeping

All center funds will be deposited at the Village of Magdalena Site Director's Office by the Program Administration and will be disbursed through Purchase Orders following Village of Magdalena's Procurement Policy.

1. Deposits
    a. A ledger sheet must be kept for each fundraiser showing what monies were raised.
    b. All monies with a copy of the ledger are turned into the Site Director's Office for deposit.
    c. Monies will be deposited at Village Hall in each Center's individual fund on the day the money is received.
    d. Each Site Manager keeps a ledger each month and submits copies of this ledger to the Site Director's Office with monthly reports.
2. The Village of Magdalena Senior Citizens Program will be included with Village of Magdalena's independent audit after each fiscal year.
3. Donations. All donations for homebound meals are voluntary and are not to be asked for by any staff member.
    a. Each driver will be responsible for donations received from the participants on his/her designated route.
    b. All donations will be placed in a locked box.
    c. At the end of the day Program Administration will open each envelope and receive the money.
4. All money will be deposited at the Village of Magdalena Site Director's Office daily.

15.0 Equipment & Inventory

1. All goods for the program will be received at the Magdalena Senior Center. These items will be checked and recorded as Incoming Inventory by either the Site Manager or Staff.
2. Any and all goods will be tracked by both Lead Cook and the designated inventory manager.
3. Usage and transfer to other Center goods will be tracked by usage logs and order forms used by Site Managers and Lead Cook.
4. A perpetual inventory will be maintained and kept up to date by each Site Manager. Each Site Manager will track their inventory on a log sheet, and the Site Manager will maintain the complete record.
5. The inventory of food and supplies should be reconciled at the end of every month. A physical inventory must be taken on the last day of each month, and the physical inventory will be reconciled to the previous month's physical inventory report, deliveries, and withdrawals. This documentation must be maintained for future reference.
6. An inventory of Center equipment will be recorded each year. The resulting inventory report will include the equipment as well as the method of purchase (i.e., State capital outlay funds purchase, donation, Village general fund purchase, etc.).

15.1 Equipment Maintenance

The Site Manager and Staff maintain all capital assets of the site. The Village of Magdalena Site-Director's Office tracks major assets.

1. Each Site Manager will maintain schedules for equipment maintenance, what work was performed, and who performed that work.
2. Site Managers will schedule inspections for code compliance and determine the procedures for addressing the findings.
3. The Site Manager will rate deficiencies as critical, serious, fair, etc., and include repairs in capital outlay requests.
4. Reports will be submitted annually to the Finance Director.

16.0 Cleaning & Sanitation

Village of Magdalena Senior Citizens Program is dedicated to providing clean and sanitary conditions within the Senior Center for the health and well-being of our seniors. Each Site Manager is responsible for ensuring each of the listed areas are compliant with the listed cleanliness guidelines.

16.1 Kitchen Cleanliness

1. All tables and equipment will be washed and sanitized after every use.
2. All cutting boards will be washed and sanitized after every use.
3. All utensils will be washed and sanitized after every use.
4. Trays will be scraped free of food, washed, and sanitized after every meal.
5. Pots and pans will be scraped free of food, washed and sanitized after every use.
6. Floors will be swept and mopped every day.
7. Floors will be swept and mopped regularly and after any spills that may occur.

8. Office will be cleaned daily.
9. The kitchen restroom will be cleaned daily or as needed.
10. Storeroom floors will be swept and mopped daily.
11. Storeroom racks will be washed weekly.
12. The Kitchen Walk in will be swept and mopped daily.
13. Trash will be emptied daily or as needed.
14. The record of cleaning activities will be documented by each Site Manager on the proper lists provided by AAA and will consist of at least a daily and weekly log sheet and placed on file for future assessments.
15. Monthly inspections will be completed at the center by the Site Manager. The signature of the inspector as well as the date of the inspection will be recorded on the inspection form.
16. An overall evaluation of facility cleanliness will be completed by the Site Manager and Site Director periodically. These evaluations will be recorded and filed for future assessments.

16.2 Dining Room Cleanliness

1. Tables and chairs will be washed and sanitized daily and as necessary.
2. Steam tables will be washed and sanitized daily.
3. The floor will be swept and mopped daily or as needed should spills occur.
4. Windows will be washed weekly.
5. Trash will be emptied daily or as needed.

16.3 Office Cleanliness

1. Floors will be swept, vacuumed, and/or mopped daily.
2. Desks will be cleaned weekly.
3. Trash will be emptied daily.
4. Staff will ensure files are secure and all paperwork is organized.

16.4 Restrooms and Other Areas

1. Sinks and toilets will be washed and sanitized daily.
2. Floors will be swept and mopped daily or as needed should spills occur.
3. Trash will be emptied daily or as needed.
4. Windows will be washed weekly.

16.5 Kitchen & Facility Inspection

Assurance of a clean, safe, and comfortable facility enhances a program's ability to provide services and programs that are efficient and effective. Building and kitchen inspections will be conducted monthly. The Site Managers and Village of Magdalena Site Director (or designee) will coordinate inspections. The Site Director and Fire Chief may also be consulted. This will ensure that the facility is maintained for both safety and efficiency. The inspection forms will include the following (but not limited to) and can be updated periodically:

- Building exterior and interior

- Kitchen equipment
- Fire Extinguishers
- First Aid Kits
- Current inspections of all fire equipment such as the fire suppression system
- SOS manual with current information
- Safety posters
- Eye wash stations
- Temperature recordings of equipment
- Material storage
- Grease disposal

The inspections will be documented on designated inspection forms signed and returned to the Site Manager. Any issues identified will be documented on the "Unsafe/Damage Conditions Form". An action plan will be implemented to ensure that the issues are resolved in the most expedited manner.

20.0 Bingo Policy

The purpose is to clearly set the parameters for our Bingo Activity at the Village of Magdalena Senior Center. Donations will not be solicited and used to compensate for the Bingo Callers.

1. Bingo callers, card distributors or collectors will be strict volunteers and will not accept tips or any other payment.
2. If donations are volunteered (offered without solicitation or coercion), they will be deposited at the City Hall in the donation fund of the Center. The proceeds will benefit the aging services program.
3. Volunteer donations, not to exceed 10 cents per game, can be collected to purchase refreshments and for no other purpose.
4. Schedules will be developed for all volunteer callers so that each one has an equal opportunity to participate in the activity.
5. Site Managers or other designated staff shall be present during the time that bingo is taking place, however if staff are not available, bingo will be cancelled for that day.
6. Any violation of the mandate disruptive behavior and or conflict with the center staff or other participants over this activity will result in an automatic suspension of this activity at the center.
7. Pursuant to section 30-19-7.2 NMSA 1978, senior citizen groups are exempted from the requirements of the New Mexico Bingo and Raffle Act. In accordance with that exemption:
    a. No person other than players participating in the bingo game may receive or become entitled to receive any part of the proceeds from the bingo game; and
    b. No minors are allowed to participate in the organization or conduct games.

21.0 Gaming Runs Policy

1. Transporting seniors to a casino shall be done on a Saturday when the center is closed to ensure that the vans will not be needed for emergency situations.
2. Seniors who sign up for a trip to the casino will donate $7.00 to offset fuel cost and use of the van.
3. Drivers will be Village of Magdalena staff members and meet the Village of Magdalena Policy for driving Village vehicles. If we cannot find one, the casino trip will be cancelled.
4. All monies collected will be deposited on Cash Count Report as Transportation.
5. There must be at least 8 seniors signed up and fully paid, one week in advance, to take the trip.
6. Casino trips will be alternated monthly with shopping trips, i.e., one month casino trip, one month shopping trip, etc.

22.0 Lock Box Policy

The lock box, otherwise known as the donation box, will be locked, and only open when the noon meal is done serving. There will be only two keys to the lock box. One held by the Site Manager and the other key to be locked up with the receipt book and only used in an emergency. All donations will be counted, and a cash count report sheet filled out and signed by two personnel. All monies will be deposited at Village Hall and receipts taken to the Village Administration staff person.

22.1 Customer Contributions

Provider Responsibilities

Providers must ensure that each eligible consumer has an opportunity to contribute toward the cost of any service voluntarily, confidentially, and free from pressure. An eligible consumer may never be denied services because of a personal decision not to contribute. To ensure these policies, conspicuous notices must be posted at each meal site, including:

1. The rights of eligible consumers to equal opportunity and access to services.
2. The full cost of the meal for ineligible people.
3. A policy for serving guests and staff ineligible for services.
4. The recommended contribution amount for consumers and how the contributions are used.

23.0 *DONATIONS*

24.0 A municipality's policy and procedure for handling incoming donations to a senior center typically involves several key steps, ensuring legal compliance, transparency, and proper utilization of funds or property.

25.0 **The process generally begins with the formal acceptance of the donation, often requiring an ordinance or resolution by the city council, especially for significant gifts or those with specific conditions attached.** Municipalities are legally permitted to receive donations, as outlined in statutes like RCW 35.21.100, which states that cities and towns may accept money or property donated, devised, or bequeathed to them and carry out the terms of the donation, provided it falls within their legal powers [1]. If no terms or conditions are attached, the gift can be used for any municipal purpose [1].

26.0 For a senior center, donations might come in various forms, including monetary contributions, equipment, or even volunteer services. The policy should differentiate between these types of donations and establish appropriate handling procedures for each. For instance, cash donations would require strict accounting and deposit procedures, while in-kind donations might necessitate an assessment of their value and suitability for the senior center's needs.

27.0 Many municipalities delegate authority for accepting smaller, low-risk donations to a mayor or department head, while reserving council approval for larger or more complex gifts [1]. For example, Anacortes Municipal Code section 3.10.010 delegates authority to the mayor for accepting donations with minimal risk and long-term obligation, while the city council retains authority in other circumstances [1]. This tiered approach streamlines the process for common donations while maintaining oversight for substantial contributions.

28.0 The policy should also address donations with "strings attached." If a donor specifies that a cash donation is to be used exclusively for the senior center, the municipality can accept it only for that purpose, provided it aligns with the city's objectives and legal framework [1]. If the conditions are not agreeable or fall outside the city's powers, the donation may be rejected [1]. This ensures that the municipality is not bound by conditions it cannot or chooses not to fulfill.

29.0 Transparency and accountability are crucial. The policy should mandate clear record-keeping of all donations received, including the donor's information, the value of the donation, and any specified conditions. This information is vital for internal auditing and for providing reports to the public or oversight bodies.

30.0 Furthermore, municipalities often encourage public and business donations for specific programs or facilities, such as senior centers.

31.0 Employee Discipline and Policy Conflict

1. Any violation of this policy by a Village of Magdalena Employee may subject the employee to discipline, up to and including termination from employment, pursuant to the provisions of the Village of Magdalena Personnel Policy Ordinance.
2. If any provision of this Senior Center Policy Manual conflicts with the Village of Magdalena Personnel Policy Ordinance the provision of the Personnel Policy Ordinance shall be controlled.

APPROVED, ADOPTED, AND PASSED on this 8th day of September 2025.

VILLAGE OF MAGDALENA

_____
Richard Rumpf, Mayor

_____ _____
James Nelson, Trustee

_____ _____
Donna Dawson, Trustee

_____ _____
Clark Brown, Trustee

_____ _____
Michael Thompson, Trustee

ATTEST BY:

_____
Juanita Puente, Village Clerk

A RESOLUTION AUTHORIZING PROJECT SAP 25-J2465-GF AS DESCRIBED IN ATTACHMENT A, AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution No. #2025-11

Whereas, the **Board of Directors / Council / Commission** of **Community / Utility** of **County Name** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 25-J2465-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Richard Rumpf / Mayor, or successor is authorized to sign the Grant Agreement for this project, and

Richard Rumpf / Mayor (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

Juanita Puente Clerk/Treasurer , or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

Carleen Gomez, Deputy Clerk, (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: **August 25, 2025**

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

Richard Rumpf

(Signature)

Aug 25, 2025

Date

(SEAL)

ATTEST:

Juanita Puente

Juanita Puente, Clerk/Treasurer

VILLAGE OF MAGDALENA INCORPORATED 1918 SEAL NEW MEXICO SOCORRO COUNTY

A RESOLUTION AUTHORIZING PROJECT SAP 25-J2465-GF AS DESCRIBED IN ATTACHMENT A, AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

Resolution No. # 2025-11

Whereas, the **Board of Trustees** of the **Village of Magdalena** of **Socorro** County of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas the Agreement is identified as **Project Number SAP 25-J2465-GF**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Richard Rumpf / Mayor, or successor is authorized to sign the Grant Agreement for this project, and

Richard Rumpf / Mayor (Authorized Officer) (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

Juanita Puente, Clerk/Treasurer, or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

Juanita Puente, Clerk/Treasurer (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: **September 8, 2025**

Name, Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ **September 8, 2025**

(Signature) **Date**

(SEAL)

ATTEST:

_____

Juanita Puente, Clerk/Treasurer

Name of Grantee: _Village of Magdalena_____ Project Number: SAP 25-J2465-GF

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Richard Rumpf	Name	
Title	Mayor	Title	
Signature		Signature	
Address	108 N Main Street,	Address	
	Magdalena, NM 87825		
Email	mayor@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Richard Rumpf	Name	
Title	Mayor	Title	
Signature		Signature	
Address	108 N Main Street, Magdalena, NM	Address	
	87825		
Email	mayor@villageofmagdalena.com	Email	
Phone		Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	Juanita Puente	Name	
Title	Clerk / Treasurer	Title	
Signature		Signature	
Address	108 N Main St, Magdalena, NM 87825	Address	
Email	clerk@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	
Designated Agent or Employee that will make DFA database updates			
Name	Juanita Puente	Name	
Title	Clerk/Treasurer	Title	
Signature		Signature	
Address	108 N Main Street,Magdalena,NM	Address	
	87825		
Email	clerk@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	
Notice of Obligations			
Name	Juanita Puente	Name	
Title	Clerk / Treasurer	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	108 N Main Street, Magdalena, NM	Address	
	87825		
Email	clerk@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, New Mexico Environment Department, ("**Department**") and Village of Magdalena, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, in the Laws of 2025, Chapter 158, Section 386, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

A. SAP 25-J4384-STBR ("**Project**") **June 30, 2027** ("**Reversion Date**"). Laws of 2025, Chapter 158, Section 386, Eight Hundred Ninety Nine Thousand Four Hundred Ninety Nine Dollars And Forty Seven Cents, ($899,499.47), The time of expenditure for the department of environment project in Subsection 89 of Section 21 of Chapter 138 of Laws 2021 to plan, design, construct and improve Benjamin well, including a booster pump and water storage tank, in Magdalena in Socorro county is extended through fiscal year 2027..

B. Grantee's total reimbursements shall not exceed Eight Hundred Ninety Nine Thousand Four Hundred Ninety Nine Dollars And Forty Seven Cents $899,499.47 ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, No Dollars, $0.00, which equals Eight Hundred Ninety Nine Thousand Four Hundred Ninety Nine Dollars And Forty Seven Cents, $899,499.47 ("**Adjusted Appropriation Amount**").

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

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

II. DISBURSEMENT LIMITATION

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

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.

B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and

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

a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

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

E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.

F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.

G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

III. NOTICES

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

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

Grantee:	Village of Magdalena
Name:	Richard Rumpf
Title:	Mayor
Address:	108 N Main St, Magdalena, NM 87825
Email:	mayor@villageofmagdalena.com
Telephone:	575-854-2261

B. The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement:

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

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

Environment Department
Name: Lilia Urrutia
Program Administrator
NMENV-cpbsap@state.nm.us or lilia.urrutia@env.nm.gov
Telephone: 505-670-3583

Environment Department
Name: Steven Deal

Project Manager
Email: steven.deal@env.nm.gov
Telephone: 505-670-2926

Environment Department
Sara Rhoton
Technical Section Manager
Sara.rhoton@env.nm.gov
Telephone: 505-469-2687

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

IV. TERM & DEADLINE TO EXPEND FUNDS

A. The term of this Agreement shall begin on the Effective Date and terminate on the 30th day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.

   a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
   b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
   c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

V. EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:

   a. Termination due to completion of the Project before the Reversion Date;
   b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
   c. Termination for violation of the terms of this Agreement; or
   d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.

B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.

a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    i. Deauthorization, reauthorization, or revocation of a prior authorization.

C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.

D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).

c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

VII. AMENDMENTS

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

VIII. REPORTING

A. Database Reporting

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

B. Requests for Additional Information/Project Inspection

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

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

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

B. Requests for Additional Information/Project Inspection

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

IX. REQUEST FOR PAYMENT PROCEDURES

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

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

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

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

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

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

    a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

X. PROJECT CONDITIONS AND RESTRICTIONS

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

    a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
    b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.

c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
    i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
    i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

XI. REPRESENTATIONS AND WARRANTIES

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

B. Grantee hereby represents and warrants the following:

    a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
    b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
    c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.

d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
    i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
    ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
    i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

XII. PROJECT RECORDS

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

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

C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

XIII. IMPROPERLY REIMBURSED FUNDS

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

XIV. LIABILITY

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

XV. SCOPE OF AGREEMENT

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

XVI. REQUIRED NON-APPROPRIATIONS CLAUSE

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

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

XVII. REQUIRED TERMINATION CLAUSE

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

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

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.

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

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

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

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

a. Grantee acknowledges and agrees:
    i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    iii. The SBOF may in the future impose further or different conditions upon the Project;
    iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.

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

   a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
   b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

XX. GENERAL PROVISIONS

A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.

C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.

G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.

I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.

J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.

N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.

P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.

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

c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.

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

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

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

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

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

APPROVED BY GRANTEE:

_Village of Magdalena_____
Entity Name

Official with Authority to Bind Grantee:

_____
Signature Richard Rumpf / Mayor

_Richard Rumpf_____ __Mayor_____
(Print Name) (Title)

_____9/8/2025_____
Date

Fiscal Officer or Chief Financial Officer: (OPTIONAL)

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

Legal Counsel: (OPTIONAL)

_____
Signature

_____ _____
(Print Name) (Title)

_____
Date

APPROVED BY DEPARTMENT:

New Mexico Environment Department

Dennis Romero, P.E., Bureau Chief, NMED Construction Programs Bureau

Signed pursuant to the June 23, 2025, Secretary of Environment Delegation Order

Rev. July 2025

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

NMED DISBURSEMENT REQUEST

SPECIAL APPROPRIATIONS PROGRAM (SAP)

EXHIBIT A
Request for Payment Form and Certification

A. NAME OF ENTITY _____ C. DISBURSEMENT REQUEST NUMBER _____

B. PROJECT NUMBER _____ D. GRANT AMOUNT _____

	PROJECT BUDGET		PREVIOUS EXPENDITURES		CURRENT EXPENDITURES		CUMULATIVE		FUNDS REMAINING	
	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS	NMED PROGRAM	OTHER FUNDS
Engineer Fees										
Other Professional										
Service Fees										
Inspection Fees										
Property Acquisition										
Construction Cost										
Planning Cost										
Equipment										
Other Costs (specify)										
Contingencies										
TOTAL										

Article IX.A. (iii). By checking this box you are stating that payment has NOT been paid to the vendors associated with this request. Upon receipt of payment from NMED, certification of payment will be sent within 10 days from the date of receiving reimbursement.		Article IX. A. (ii). By checking this box you are certifying that the vendors associated with this request have been paid.	
Certification: I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to: a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement. b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices. c. Submission of supporting documentation as required by the Agreement. d. Maintenance of all necessary records and documentation as stipulated in the Agreement.			
Certification: I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.			
Certification: I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.			
Reporting Certification: I hereby certify to the best of my knowledge and belief, that the database reporting is up to date; to include the accuracy of the expenditures and grant balance, project status, project phase, achievements and milestones, and in compliance with Article VIII of the Capital Outlay Grant Agreement.			

Signature of Official Representative:	Typed or Printed Name:	Phone:	Date:
X			

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, Grant Manager

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

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

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

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

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

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

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

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

Department Rep. Approver: _____

Title: Grant Manager

Signature: _____

Date: _____

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

Revised 7/2025

EXHIBIT E

Data Sharing Provisions

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

a. Authorized User: An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.

b. Confidential Information: All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.

c. Data Storage: Electronic media that hold recorded information.

d. Data Transmission: The process of moving information over a network from its source to one or more destinations.

e. Direct Identifier: Records or data containing personal identifiers such as names, addresses, and social security numbers.

f. Disclosure: Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.

g. Encryption involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.

h. Information: Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.

i. Limited Dataset: A data file that omits Direct Identifiers.

j. Protected Personally Identifiable Information: Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

III. Purpose:

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

IV. Use of Information:

a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.

b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.

c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

V. Safeguarding Information:

a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.

b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.

c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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

Capital Appropriations Certification Document

Article IX. A. (ii) and (iii)

(Village of Magdalena SAP 25-J4384-STBR)

Payment Request No_____

I certify that payment to all vendors on the above referenced payment request were paid no more than ten (10) days after receiving reimbursement from NMED.

Official Representative, Signed Name, Printed Name, Date

ATTACHMENT A

NEW MEXICO ENVIRONMENT DEPARTMENT
CONSTRUCTION PROGRAMS BUREAU

PROJECT BUDGET

GRANTEE: Village of Magdalena

PROJECT NO: SAP 25-J4384-STBR

Please provide a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone, referred to collectively as the "Project Budget." While it can be difficult to estimate costs and timelines, setting a plan for these can help keep realistic expectations and goals to keep a project moving forward to achieve the project scope and objectives. Contact your NMED-CPB Project Manager with questions.

1) **Expenditure Plan.** Indicate what expenses funding will be used.

Detailed Expenditure Plan		
USES OF FUNDS	**NMED PROGRAM**	**OTHER FUNDS**
Engineer Fees		
Other Professional		
Service Fees		
Inspection Fees		
Property Acquisition		
Construction Cost		
Planning Cost		
Equipment		
Other Costs (specify)		
Contingencies		
TOTAL	$ -	$ -

2) **Procurement Plan.** Describe how engineering or professional services, construction contractors, equipment, or other goods or services will be procured.

Chief Procurement Officer

All Public Bodies are required by 13-1-95.2 NMSA 1978 to have a Chief Procurement Officer to conduct all procurement activities.

Who is your Chief Procurement Officer (CPO)? _Richard Rumpf / Mayor _____

Describe how you will secure CPO services, if you currently do not have a CPO.

_____

Professional Services

Have engineering or professional services already been procured and contracted?

_YES_____

If not, describe how you will procure engineering or professional services_____

Remember: COSTS ABOVE $60,000, require solicitation of services via a Request for Proposal (RFP).

- COSTS BELOW $60,000 must adhere to 13-1-125 NMSA 1978 and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.
- MULTI-TERM CONTRACTS can be renewed for up to four years 13-1-150 NMSA 1978. Monitor the remaining time on your contracts and plan for renewal in advance.

Construction

Contractors must be hired using a public bidding process for any project over $60,000 (13-1-125 NMSA 1978) and procurements cannot be artificially divided into smaller units to circumvent legal requirements, such as formal solicitation.

Equipment Purchase

Equipment purchase must follow proper procurement code. Please see Chapter 13 Public Purchase and Property NMSA 1978.

3) **Project Timeline.** Setting a timeline can help keep a project on track to meet required expenditure deadlines. *(An example schedule is provided below.)*

Project Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE		
5% FUNDS OBLIGATED*		
ESTIMATED END DATE		
DETAILED – PHASES		
TOTAL		$

***Disclaimer:** You have accepted grant funds on the condition that 5% of these funds are to be obligated in a Notice of Obligation within 6 months of bond issuance in accordance with XIX.B.(STB's only) and at least 10% within one (1) year in accordance with IX.B (all projects).

You can obligate funds by entering into a contract with an engineer or contractor. State Procurement Code must be followed for the purchase of all goods and services.

Your NMED-CPB project manager will be happy to help you navigate these requirements, so that your grant money can be spent, and your project successfully completed.

Example Timeline:

OVERALL – MILESTONES		*EXPECTED EXPENDITURE PER MILESTONE*
ESTIMATED START DATE	Month 0	
5% FUNDS OBLIGATED*	+ 6 months from start date = Month 6	$100,000
ESTIMATED END DATE	Use detailed schedule below. 2.5- 3 years	
DETAILED – PHASES		
HIRE AN ENGINEER	4 months	
PLANNING DOCUMENT	6 months	$25,000
DESIGN, PERMIT	9 months	$60,000
ADVERTISE FOR BID, AWARD PROJECT	6 months (allow for rebid)	
CONSTRUCTION AND ENGINEERING CONSTRUCTION PHASE SERVICES (START TO FINISH)	Varies widely. 6 months to a year, or more.	$750,000 and $15,000
CLOSEOUT CONSTRUCTION/ FUNDS	1 month at end of construction schedule.	
TOTAL		$850,000

4) **Additional Information.** Please use this space below to provide any additional details about your project you would like to share to show your project plan and readiness.

Grantee Signatory Authority

Richard Rumpf

Print Name

ATTACHMENT B
TECHNICAL REQUIREMENTS
NEW MEXICO ENVIRONMENT DEPARTMENT
CAPITAL OUTLAY

ARTICLE 1 REVIEW

Upon execution of the grant agreement, the Grantee will follow the procedures listed below unless waived in writing by the New Mexico Environment Department (NMED) (payment may be withheld if any of these procedures are not followed by the Grantee).

A. The Grantee must submit copies to NMED of all unexecuted contracts or quotes the Grantee intends to enter in that are related to the project for the creation of a notice of obligation. Only approved eligible expenditures incurred after the effective date of the Grant Agreement shall be reimbursed or paid from these funds.

B. If grant funds are used for construction, a site certificate must be submitted prior to project bid advertisement that certifies all necessary easements, rights-of-way, and/or property upon or through which the project is being constructed have been obtained. The Site Certificate must be signed by an attorney, engineer, surveyor, or title abstractor.

C. If grant funds are used for meter installation, the Grantee must follow the NMED Guidelines for Meter Upgrade Projects. Meters must be installed before payment can be made. Request a copy of the Guidelines from your NMED Project Manager.

D. If grant funds are used for construction, the Grantee will submit notice of the award and a copy of the executed construction contract documents.

E. The Grantee will provide a full-time construction inspector during construction of the project unless NMED determines that part time inspection is adequate for the project. This must be requested and approved by NMED prior to the start of construction.

F. All daily construction inspection reports shall be made available to the NMED upon request.

G. Notwithstanding the inspections performed by the Grantee and its engineer, NMED will have the right to examine all installations comprising the project, including materials delivered and stored on-site for use on the project. Such examinations will not be considered an inspection for compliance with contract plans but will be a general NMED review as described in Article 2 below.

ARTICLE 2 NMED OVERSIGHT

NMED oversight is only for purposes of compliance with applicable state grant requirements, procedures, statutes, and regulations. NMED approval will not be interpreted as a warranty or guarantee of any kind. Responsibility for the design of the project will lie solely with the engineer of record. All defects and their correction will be the responsibility of the Grantee and its contractors and engineers or consultants. Any questions raised by NMED during its inspections and reviews shall be resolved exclusively by the Grantee. The Grantee and its contractors and engineers or consultants will remain responsible for the completion and success of the project. No action by NMED shall relieve the owner, engineer, or contractor of legal responsibilities for the overall integrity of the project, adequacy of the design, safety, or compliance with all applicable regulations.

ARTICLE 3 CLOSEOUT

A. The project will not be considered complete until the work as defined in this agreement has been fully performed, and finally and unconditionally accepted by the Grantee and the engineer of record.

B. If the grant funds are used for purchase of equipment, final payment will be made after receipt of the equipment and equipment title, if applicable. Appraisal reports are required for the purchase of used equipment.

C. If the grant funds are used for construction, final payment will be made after the following items, unless waived by NMED, have been provided to NMED, and have been reviewed and approved by NMED:

i. A certificate of substantial completion including punch list items.

ii. A final certified construction pay request prepared by the Grantee's project engineer and approved by the Grantee.

iii. A written consent of the surety, if any, to final payment.

iv. Complete and legally effective releases or waivers (satisfactory to the Grantee) of all liens arising out of the contract documents and the labor services performed and the materials and equipment furnished there under. In lieu thereof and as approved by the Grantee, contractor(s) may furnish receipts or releases in full; an affidavit of contractor that the releases and receipts include labor, services, materials, and equipment for which a lien could be filed and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which the Grantee or its property might in any way be responsible, have been paid or otherwise satisfied.

v. Certification letter by the Grantee and contractor that the Labor Standards Contract Provisions have been met.

vi. Certification letter of project acceptance by the Grantee and the Grantee's project engineer stating that work has been satisfactorily completed and the construction contractor has fulfilled all of the obligations required under the contract documents with the Grantee, or if payment and materials performance bonds are "called", an acceptance close-out settlement to the Grantee and contractors will be submitted to NMED.

vii. Certification letter from the Grantee confirming receipt and acceptance of the record drawings and operation and maintenance manuals.

A RESOLUTION AUTHORIZING PROJECT SAP 25-J4384-STBR AS DESCRIBED IN ATTACHMENT A, AND THE ASSIGNMENT OF AUTHORIZED OFFICER(S) AND AGENT(S)

RESOLUTION NO. 2025-12

Whereas, the **Board of Trustees** of the **Village of Magdalena** of **Socorro County** of the State of New Mexico shall enter into a Grant Agreement with the State of New Mexico Environment Department, and

Whereas, the Agreement is identified as **Project Number SAP 25-J4384-STBR**

NOW THEREFORE, BE IT RESOLVED by the named applicant that:

Richard Rumpf, Mayor/ Chairperson / Director / Officer, or successor is authorized to sign the Grant Agreement for this project, and

Richard Rumpf, (Authorized Officer Mayor), (may have more than one) or successor is the OFFICAL REPRESENTATIVE(S) who is authorized to sign all other documents necessary to fulfill the Grant Agreement and the requirements (Project Description, Disbursements and to act as the project contact, and

Designated Agent Juanita Puente, Clerk/Treasurer, or successor is the DFA Database contact who is designated to update the database quarterly per Article VIII. A. of the Intergovernmental Grant Agreement.

Designated Agent Juanita Puente, Clerk/Treasurer, (may have more than one) or successors is the CONTACT who is designated to receive Notice of Obligations (NOO'S).

PASSED, APPROVED, AND ADOPTED: September 8, 2025

Richard Rumpf / Mayor / Chairperson / Director / Officer, Title, Community / Utility

_____ September 8, 2025

(Signature) **Date**

(SEAL)

ATTEST:

_____

(Municipal Clerk / Treasurer) Juanita Puente

Name of Grantee: _Village of Magdalena_____ Project Number: SAP 25-J4384-STBR

Current Authorized Signatures (submit with Signature Resolution, update when necessary)

Authorized to Sign Agreement			
Name	Richard Rumpf	Name	
Title	Mayor	Title	
Signature		Signature	
Address	108 N Main St, Magdalena, NM 87825	Address	
Email	mayor@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	
Official Representatives authorized to sign Disbursement Requests and all other documents.			
Name	Richard Rumpf	Name	
Title	Mayor	Title	
Signature		Signature	
Address	108 N. Main St, Magdalena, NM 87825	Address	
Email	mayor@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	
Alternate Official Representative, to sign Disbursement Requests and all other documents and act as the Point of Contact.			
Name	Juanita Puente	Name	
Title	Clerk/Treasurer	Title	
Signature		Signature	
Address	108 N Main St Magdalena,NM 87825	Address	
Email	clerk@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	
Designated Agent or Employee that will make DFA database updates			
Name	Juanita Puente	Name	
Title	Clerk/Treasurer	Title	
Signature		Signature	
Address	108 N Main St, Magdalena,NM 87825	Address	
Email	clerk@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	
Notice of Obligations			
Name	Juanita Puente	Name	
Title	Clerk/Treasurer	Title	
Signature	No Signature Required	Signature	No Signature Required
Address	108 N Main St, Magdalena, NM 87825	Address	
Email	clerk@villageofmagdalena.com	Email	
Phone	575-854-2261	Phone	

State of New Mexico

Michelle Lujan Grisham
Governor

September 3, 2025

RE: 2026 Capital Outlay Requests to the Office of the Governor

Dear Tribal and Local Leaders:

I am writing to provide guidance on the process for submitting capital outlay funding request to the New Mexico Governor's Office for consideration during the 2026 legislative session.

Currently, there is approximately $2.7 billion in outstanding capital outlay funding authorized by the Legislature in 2024 or earlier. This is an increase of $800M to the balance compared to last year. A majority of these projects received only a portion of what is needed to complete a phase or the entire project. We are committed to working with you to reverse these trends by using available capital funding to support projects that Tribal and local entities are well-positioned to complete.

For my last session as Governor of the great State of New Mexico, my focus is on fully funding existing projects that are submitted to my office with endorsement by the relevant governing body.

The Governor's Office will prioritize funding during the 2026 Legislative Session on project proposals that align with the following criteria:

1. The requested project is included as a top three priority on the entity's ICIP list as a current fiscal year (FY26) or following fiscal year priority (FY27).
2. The requested funding completes the project or completes a useable phase[1] of the project. Planning and design should be complete prior to requesting capital outlay funding.
3. The cost estimate is provided by a certified professional[2] to ensure that the request is based on reliable information. The entity's request should demonstrate how the estimated project cost was determined and include supporting documentation.
4. Entities requesting funding should clearly demonstrate that they have exhausted all other possible sources of funding for the project. This includes other State funds for which the project is eligible, as well as any applicable federal funding sources.[3]

---

[1] "Useable Phase" means a distinct portion of a capital project that, once completed, will meet all applicable safety, operational, and regulatory requirements such that it can be safely and effectively occupied, operated, or used for its intended purpose, even if other phases of the overall project are still to be initiated or completed.

[2] Prior to requesting capital outlay from the Governor, the local entity needs to work with a qualified professional to determine the cost estimate.

[3] The federal government and the State of New Mexico provide many different sources of funding for tribal and local entities to assist with the development and execution of projects. The Department of Finance and Administration (DFA) provides technical assistance and funding navigation services that can assist your entity in receiving necessary assistance and applying for applicable funding for your project. Visit https://tinyurl.com/4pk37xew to request this type of assistance from DFA.

5. The entity requesting the capital outlay should demonstrate commitment to the project by contributing the entity's own funding where possible. Capital outlay is not a substitute funding source for local contributions, but rather a source of supplemental funding to advance projects.
6. Renovation and construction project funding request must be at least $100,000.

For projects that align with the above criteria, further priority consideration will be offered to requests that would:

a. Increase the affordable or public housing inventory in New Mexico, including housing specifically available to public sector employees
b. Develop the infrastructure necessary for economic growth, with a preference for project needs identified through the site readiness program at Economic Development Department.
c. Increase the availability of healthcare services in New Mexico, particularly in rural areas.
d. Improve facility compliance with state and federal environmental and human health protection requirements, such as drinking water and wastewater facilities.
e. Improve performance measures and outcomes utilized to rank New Mexico among other states in the areas of public safety, housing, healthcare, and road infrastructure.
f. Reduce violence and crime and/or increase the availability or effectiveness of public safety personnel in New Mexico.
g. Increase wildfire and flood resilience and/or support post-disaster recovery efforts that protect communities and infrastructure.
h. Advance the goals and priorities of the 50-Year Water Action Plan, available at https://www.nm.gov/water-security-in-new-mexico/
i. Enhance the visual beauty of New Mexico while reducing trash and litter; or
j. Prevent failure of an existing asset or potential liability issues, such as health or safety hazards.

All projects submitted to me for consideration for the 2026 Legislative Session must have a Legislative Council Service (LCS) Web ID number that is generated after submitting the request to the LCS at https://www.nmlegis.gov/CapitalOutlayWeb/Default. The LCS will have their request page available until Friday, December 12, 2025.

The form to request capital outlay from me will be available at https://www.governor.state.nm.us/request-capital-outlay/ from Saturday, November 1 through Monday, December 15.

Thank you for your assistance as my office works to organize and streamline the process to request capital outlay. If you have questions about capital outlay, please reach out to Jesse Guillen, Infrastructure Policy Coordinator, at jesse.guillen@dfa.nm.gov, 505-538-5114.

Sincerely,

Michelle Lujan Grisham

Governor Michelle Lujan Grisham

cc: Secretary Wayne Propst, Department of Finance and Administration
Secretary Josett Monette, Department of Indian Affairs
Director Charles Sallee, Legislative Finance Committee