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, AUGUST 24, 2026, 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 – THE LINK IS ALSO PROVIDED ON THE VILLAGE WEBSITE:
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 & ESTABLISHMENT OF QUORUM**
3. **PLEDGE OF ALLEGIANCE**
4. **APPROVAL OF AGENDA**
5. **APPROVAL OF MINUTES**
   a. **REGULAR MEETING – AUGUST 10, 2026**
6. **MAYOR'S REPORT**
7. **CLERK'S REPORT**
8. **DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FOR BUNKER GEAR AND UNIFORMS FOR HOP CANYON FIRE DEPARTMENT**
9. **DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF QUOTE FOR RADIOS FOR MAGDALENA & HOP CANYON FIRE DEPARTMENTS**
10. **DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF REQUEST TO DISPOSE OF DAMAGED, EXPIRED, OBSOLETE & UNSERVICEABLE EQUIPMENT FOR MAGDALENA & HOP CANYON FIRE DEPARTMENTS**
11. **DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION NO. 2026-18, A RESOLUTION AUTHORIZING THE 2027 FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE NEW MEXICO WATER TRUST BOARD**

12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NOTICE OF INTENT TO APPLY FOR 2027 WATER TRUST BOARD FUNDING DESIGN ONLY APPLICATION FOR $1,850,000.00

13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO CAPITAL OUTLAY EMERGENCY GRANT AGREEMENT FOR THE MAGDALENA SENIOR CENTER #A24-I2023-2 IN THE AMOUNT $38,885.28 FOR EMERGENCY REQUESTS TO PLAN, DESIGN, RENOVATE, IMPROVE, EQUIP, AND FURNISH SENIOR CENTER, INCLUDING DELIVERY AND INSTALLATION OF BUILDING SYSTEMS AND PURCHASE AND INSTALLATION OF MEALS EQUIPMENT, AND TO PURCHASE AND EQUIP VEHICLES FOR SENIOR CENTERS STATEWIDE

14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT #26-K3073 TO PURCHASE AND EQUIP PORTABLE AND MOBILE BASE STATION RADIOS FOR THE MARSHAL'S OFFICE IN THE AMOUNT OF $180,000.00

15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT #26-K3075 TO PURCHASE AND EQUIP RADAR SYSTEMS, PRINTERS AND COMPUTERS FOR MARSHAL'S OFFICE VEHICLES IN MAGDALENA FOR $80,000.00

16. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT CAPITAL APPROPRIATION PROJECT #26-K3074 TO PURCHASE AND EQUIP MOBILE REPEATERS FOR MARSHAL'S OFFICE VEHICLES IN MAGDALENA IN THE AMOUNT OF $44,000.00

17. INPUT FROM VILLAGE OF MAGDALENA MAYOR & BOARD OF TRUSTEES

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, AUGUST 24, 2026, 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 OR VIA EMAIL AT CLERK@VILLAGEOFMAGDALENA.COM 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 10, 2026, 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 – THE LINK IS ALSO PROVIDED ON THE VILLAGE WEBSITE:
https://us02web.zoom.us/j/2848694212?pwd=MVE4QjdhR2NQVFozQnZMbTlaRUtrQT09
Meeting ID: **284 869 4212**
Passcode: **MAGDALENA**

CALL TO ORDER: Mayor Michael Thompson called the Regular Meeting to order at 5:00 p.m.

PRESENT: Mayor Michael Thompson, Trustee James Nelson, Trustee Teri Winchester, Trustee Pete Emery, Trustee Ray Olmsted, Juanita Puente-Clerk/Treasurer, Carleen Gomez-Deputy Clerk, Attorney Darrell Mori

PARTICIPATING VIA ZOOM VIDEO CONFERENCE: Michael Zamora - Marshal, Michael Steininger – Finance Officer, Michael Miller, Renee's iPhone

GUESTS: Andrew Garcia, Emma Garcia, Melissa Olmsted, Antonio R. Martinez, Manuel Peralta, Diane Tafoya, Liz Briggs, Athena Gassoumis, Priscilla Lower, Lorraine Trujillo, Daniel Ritter – Utility Worker, Roman Gutierrez, Cricket Courtney, Deborah Lawless – Assistant Clerk II

PLEDGE OF ALLEGIANCE: Mayor Michael Thompson requested that Pete Emery lead the gallery in reciting the Pledge of Allegiance.

APPROVAL OF AGENDA: Mayor Michael Thompson asked if there was any objection to the agenda. Being none, all were in favor.

APPROVAL OF MINUTES:

A. **REGULAR MEETING – JULY 27, 2026**
Trustee Pete Emery moved to approve the minutes for the Regular Meeting of July 27, 2026, as amended. Trustee Teri Winchester seconded the motion. The motion carried unanimously.

B. **SPECIAL UTILITY WORKSHOP – AUGUST 4, 2026**
Trustee Teri Winchester moved to approve the minutes for the Special Utility Workshop of August 4, 2026, as amended. Trustee Ray Olmsted seconded the motion. The motion carried unanimously.

MAYOR'S REPORT

Mayor Michael Thompson addressed the Board & Gallery regarding the SCADA System. The SCADA System has been repaired. The cause of the breakdown was a lightning strike.
Mayor Thompson reported that the "Intent to Apply" for design was submitted on time.
At the last regular meeting, Ray Martinez asked the Mayor about the funding that State Representative Gail Armstrong had stated that we would receive for the Senior Center. According to the Mayor, it looks like the money should be received in early fall or as DFA revisions are made.
Mayor Thompson also reported that he received a letter from Ray Martinez regarding the Magdalena Senior Center. Mr. Martinez stated in that letter that the meal served today was very good and all the employees that work there are great.

CLERK'S REPORT:
Clerk/Treasurer Juanita Puente reported that the ERP PRO 10 training is still on going. She stated that she is working to get several grants going and addressing day-to-day issues.

DEPARTMENT REPORTS
EMS – EMS Coordinator Jim Nelson stated that there were 6 EMS calls in July 2026.

FIRE – MVFD responded to 3 brush fires in July. They also attended the Miss Teen Alamo Parade on July 4th. They were able to bring three Apparatus, ten cases of water and they assisted with traffic control. Chief Charlie Blaylock met with the new Magdalena Schools Superintendent. There was also one more volunteer that joined the department and three volunteer training courses were held during the month of July.

MARSHAL – Marshal Michael Zamora reported 3 road tests, 1 trespass report, 1 civil complaint, 1 arrest (warrant), 4 speeding citations totaling $440, a call of a male subject down on Main & 5th Streets, 1 vehicle accident, 2 dog complaints/1 citation for a dog running at large, 1 welfare check, a disturbance at the Steer Stop, a 9-1-1 hang-up at Tumbleweed's Restaurant and 1 unwanted subject at the Dollar General Store.

JUDGE – There was nothing to report in the month of July for the Judge.

PUBLIC WORKS – The Joint Utility report included all routine items. The non-routine items included a water leak on Pine Street, a water leak on Chestnut Street, a water leak on Elm Street, hand monitoring of wells & tanks due to SCADA System being down, jetting the sewer main on 400 block of Elm Street, cutting and grooming of the runway at the airport, quarterly monitoring well samples and a sewer tap on Pine Street. Trustee Teri Winchester wanted to know if the work done at the Airport can be paid by the Grant we have in place. Clerk/Treasurer Juanita Puente confirmed that we cannot use the Airport Maintenance Grant to pay wages.

LIBRARY – The Library reported 431 visitors in July and 14 visitors to the Museum. They issued 7 new Library cards. The summer reading program is winding down. The new Magdalena Municipal Schools Superintendent came by to introduce herself and Librarian Jeri Hurd has completed the new Magdalena Public Library Website.

Athena Gassoumis asked the Mayor & Board of Trustees if each department head could be present for the meetings and possibly do a brief presentation and answer any questions.

DISCUSSION & POSSIBLE DECISION REGARDING FUTURE OF BIA DORMITORY BUILDINGS & PROPERTY
Mayor Michael Thompson introduced Andrew (Andy) Garcia who formally posed a question to the Mayor & Trustees concerning the BIA Dorms. He would like to know what the future of the Dormitory Buildings is from 8th Street to 10th Street.
Mr. Garcia presented 19 pictures of the dormitories showing the present state that they are in. The pictures showed multiple buildings with missing or open doors, broken windows and pieces of wood and other debris scattered throughout the property. He cited the danger this property presents to our Village residents and believes that this is of great concern. It is a fire hazard and would be very dangerous if/when people enter them. He pointed out that the trash that is coming off the roof is blowing into neighboring yards. The property overall, is an eyesore. He is requesting that the Mayor & Board of Trustees come up with a plan to make this property safe and secure.

Mayor Thompson gave a brief overview of the buildings and when/how the Village of Magdalena obtained the property. This is a 12+ acre site with dilapidated buildings transferred to the Village by the Federal Government in the 1990's. There have been studies done over the years recommending removal of lead and asbestos followed by demolition, and three of the buildings have had cleanup done in the last few years. Mayor Thompson stated that he is looking for guidance and input from the Board of Trustees.

The Board discussed the future of the abandoned BIA dormitory buildings, with concerns raised about safety hazards and potential rehabilitation, demolition, sale or auction. Trustee Ray Olmsted would like to see all entrances boarded up and have a fence put around the total property while a decision is made on what to do with the 12.1 acres in question. The property is a liability as it stands. Trustee Ray Olmsted stated that he would like to see clean up of the grounds, starting with mowing and debris removal and believes that should be completed immediately.

The Mayor and Board of Trustees will investigate options for the future of the BIA dormitory property, including obtaining an appraisal for the whole site and appraisals in sections, and consulting with legal counsel about auctioning the property to qualified buyers.
No decision was made.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL TO DIRECT PUBLICATION OF ORDINANCE NO. 2026-01, AN ORDINANCE CONCERNING WATER, WASTEWATER AND SOLID WASTE SERVICE PROVIDED BY THE VILLAGE OF MAGDALENA; AMENDING AND REPEALING ORDINANCES CONCERNING WATER, WASTEWATER AND SEWER SERVICE; PROVIDING FOR IMPOSITION AND COLLECTION OF FEES, CONNECTION CHARGES, DEPOSITS, AND FINES; DEFINING APPLICATION AND SERVICE POLICIES; AND PRESCRIBING PENALTIES FOR VIOLATIONS OF ITS PROVISIONS; REPEALING PREVIOUS ORDINANCES
Trustee James Nelson moved to approve the publication of Ordinance No. 2026-01. Trustee Ray Olmsted seconded the motion.

Mayor Michael Thompson requested a roll-call vote:
Trustee James Nelson – Aye
Trustee Teri Winchester – Aye
Trustee Pete Emery – Aye
Trustee Ray Olmsted – Aye
The motion carried unanimously.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL & ACCEPTANCE OF THE STATE OF NEW MEXICO DEPARTMENT OF CULTURAL AFFAIRS, NEW MEXICO STATE LIBRARY DIVISION GO BONDS FOR THE MAGDALENA PUBLIC LIBRARY IN THE AMOUNT OF $11,119.05
Trustee Teri Winchester moved to approve the NM State Library Division Go Bonds for the Magdalena Public Library in the amount of $11,119.05. Trustee James Nelson seconded the motion. The motion carried.

INPUT FROM VILLAGE OF MAGDALENA MAYOR & BOARD OF TRUSTEES
Mayor Michael Thompson stated that he investigated the ordinance concerning property clean-up. He found that the existing ordinance would need to be updated and we would need to be able to have someone to enforce it. It would be like a HOA.
Trustee Ray Olmsted would like to investigate said ordinance.
Athena Gassoumis would like to see notifications go out to property owners that would not be offensive.
Trustee Teri Winchester asked if the Department of Health could assist with some of the properties in town that are littered with trash.

PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

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Cricket Courtney addressed the gallery concerning the weeds at the Senior Center. She stated that they have been cut down but the debris is still there and it looks worse than it did before they cut the weeds. She inquired about security lights and cameras. Clerk/Treasure Juanita Puente stated that cameras are on order now. Cricket Courtney's final comment was concerning transportation for the upcoming NM Conference on Aging. After some discussion, Clerk/Treasurer Juanita Puente stated that she would look into the possibility of having one of the EMS or bus driver's do the driving.

Ray Martinez stated that he and Cricket Courtney attended a Capital Outlay meeting. He would like to see that our pending projects are ready to go once we are approved for the grants.
He also stated that he is offering his assistance with the side streets (2nd, 3rd, & 4th) to be paved/chip sealed. He will provide information to submit to the New Mexico Department of Transportation for funding. He can get estimates to pave the Senior Center. Mr. Martinez added that since some of the roads are bus routes, they should be covered. Mayor Thompson requested help for 10th Street as well.

ADJOURNMENT

Trustee Teri Winchester moved to adjourn the meeting at 6:12pm and Trustee Pete Emery seconded the motion. The motion carried unanimously.

Respectfully Submitted,

Juanita Puente
Clerk/Treasurer

Michael Thompson
Mayor

Minutes Taken By:

Deborah Lawless
Assistant Clerk II

Outlook

Documentation for Village Meeting 08/24

From MVFD Chief <magvfdchief@gmail.com>
Date Sat 8/15/2026 12:08 PM
To Carleen Gomez <cgomez@villageofmagdalena.com>; VoM Clerk <clerk@villageofmagdalena.com>; Debbie Lawless <dlawless@villageofmagdalena.com>

5 attachments (1 MB)

Magdalena QT2097901 - PPE - 7-26.pdf; Statewide Price Agreements _ NM GSD.pdf; ballpark quote.eml; Disposal Request.pdf; MAGVIL Fire Radio BK & Minitor Quote.pdf;

Esteemed Council,

The Volunteer Fire Department has formally requested the carryover of funds from FY26 to FY27 for Magdalena Station 1 and Magdalena Station 2 (Hop Canyon). Station 1 finished FY2026 with a cash balance of $35,682.77, and Station 2 with a balance of $182,693.62.
Magdalena Volunteer Fire Department has added many new members this year and would like to use these funds for Bunker Gear, Dual-Certification Gear, and updated Uniforms.
Many members cannot hear audio when we are toned out, so we intend to upgrade our pagers to Minitor 7 with amplification bases. We have also worked with multiple agencies this year and intend to upgrade our handheld radios and mobile apparatus to multiband systems so that we can communicate on 700MHz and VHF, depending on the need. I have attached quotes for these purchases totaling $180,088.44. Advanced Communications is enrolled in the Statewide Pricing Agreement, thus negating the need for requesting bids.

Thanks for your attention,

Charlie Blaylock, Fire Chief

Magdalena Volunteer Fire Department

682-999-7097

magvfdchief@gmail.com

(877) 637-3473

Quote

Quote #	QT2097901
Date	07/31/2026
Expires	08/15/2026
Sales Rep	Legendre, Michael
PO #	Magdalena - PPE - 7-26
Shipping Method	FedEx Ground
Customer	VILLAGE OF MAGDALENA (NM)
Customer #	C64877

Bill To
VILLAGE OF MAGDALENA FIRE DEPARTMENT
PO BOX 145
MAGDALENA NM 87825-0145

Ship To
VILLAGE OF MAGDALENA
108 N Main St
Magdalena NM 87825
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
FXR-Custom Turnout-Coat	FW QT#: 234923		FW QT#: 234923 Custom FXR Turnout Coat OUTER SHELL: 6.5 oz AP Armor, Gold. MOISTURE BARRIER: 4.6oz Crosstech Prime THERMAL LINER: 7.1oz CoreCXP™ 2-layer	3	$1,855.00	$5,565.00
FXR-Custom Turnout-Pant	FW QT#: 234923		FW QT#: 234923 Custom FXR Turnout Pant OUTER SHELL: 6.5 oz AP Armor, Gold. MOISTURE BARRIER: 4.6oz Crosstech Prime THERMAL LINER: 7.1oz CoreCXP™ 2-layer	3	$1,295.00	$3,885.00
INTERCEPTOR PKG-TecGen 51-COAT&PANT	FW QT#: 235859		FW QT#: 235859 Interceptor Coat & Pant, TecGen 51 Coat & Pant Interceptor package - TecGen 51 dual certified coat & pant. Tan with lime/silver comfort trim reflective and suspenders.	3	$875.00	$2,625.00
INTERCEPTOR PKG-H41 HOOD CAPT JIM	FW QT#: 235994		FW QT#: 235994 Captain Jim Hood for Interceptor Package Black	3	$0.00	$0.00
TECGEN 51-DELUXE-Coat	FW QT#: 234925		FW QT#: 234925 Custom TECGEN 51-DELUXE-Coat TecGen 51 dual certified coat. Tan with lime/silver comfort trim reflective	9	$595.00	$5,355.00
TECGEN 51-DELUXE-Pant	FW QT#: 234925		FW QT#: 234925 Custom TECGEN 51-DELUXE Pant TecGen 51 dual certified pant. Tan with lime/silver comfort trim reflective and suspenders	9	$600.00	$5,400.00
HD395142=10+U			Redzone Particulate Hood serialized - Black	9	$135.00	$1,215.00
G2LMD-Medium			Dex-Pro™ 3D Leather Glove - Gauntlet Medium	1	$145.00	$145.00
G2LLG-Large			Dex-Pro™ 3D Leather Glove - Gauntlet Large	1	$145.00	$145.00
G2LLGC-Large-Cadet			Dex-Pro™ 3D Leather Glove - Gauntlet Large - Cadet	1	$145.00	$145.00
G2LXL-X-Large			Dex-Pro™ 3D Leather Glove - Gauntlet X-Large	4	$145.00	$580.00
G2L2X-2X-Large			Dex-Pro™ 3D Leather Glove - Gauntlet 2X-Large	3	$145.00	$435.00
FDXL200-9-Wide			FDXL200 Red Leather Structural Fire Boot Size: 9-wide	2	$525.00	$1,050.00
FDXL200-12-Med			FDXL200 Red Leather Structural Fire Boot Size: 12	1	$525.00	$525.00
FDXL200-13-Med			FDXL200 Red Leather Structural Fire Boot Size: 13	1	$525.00	$525.00

QT2097901

Quote

(877) 637-3473

Quote # QT2097901
Date 07/31/2026

FW QT#: 234923 attached.
FW QT#: 235859 attached.
FW QT#: 235994 attached.
FW QT#: 234925 attached.

Subtotal	$27,595.00
Shipping Cost	$195.00
Tax Total	$0.00
Total	$27,790.00

Contact: C64877 VILLAGE OF MAGDALENA (NM) : Charles Blaylock (682) 999-7097

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT2097901

Outlook

Re: ballpark quote

From Legendre, Michael <michael.legendre@meslifesafety.com>
Date Mon 8/3/2026 12:24 PM
To MVFD Chief <magvfdchief@gmail.com>

Chief,

For the T-Shirts and hoodies there is not a price difference for Large and X-Large. Prices increase slightly for 2X-Large and larger in the hoodies. These ballparks are based on Next Level Apparel shirts and Gilden zip up hoodies all with 3x3 logos on the front left chest and a 10x10 logo on the back. The following are the ballpark prices without shipping and does not accommodate for price increases if there are any:

- Short Sleeve: $18.00 x 20 = $360.00
- Long Sleeve: $24.00 x 20 = $480.00
- Hoodies: $43.00 x 20 = $860.00
    - **Total: $1,700.00**

Please let me know if you have any questions.

Thank you,

MIKE LEGENDRE
MES | FIRE
SOUTHERN NEW MEXICO
SALES REPRESENTATIVE
AZ Office: 480-967-6100
Cell: *505-927-4234*
Email: michael.legendre@meslifesafety.com

2330 West University Dr • Tempe, AZ • 85281

From: MVFD Chief <magvfdchief@gmail.com>
Sent: Monday, August 3, 2026 12:03 PM
To: Legendre, Michael <michael.legendre@meslifesafety.com>
Subject: ballpark quote

Mike,
Can you please send me a ballpark quote for 10 each, large long sleeve red cotton t-shirts, XL long sleeve red cotton t-shirts, L short sleeve red cotton t-shirts, XL short sleeve red cotton t-shirts, L full-

zip hoodies, XL full-zip hoodies, all with logos?

Thanks,

Charlie Blaylock, Fire Chief
Magdalena Volunteer Fire Department
682-999-7097
magvfdchief@gmail.com

2417 Baylor Drive SE
Albuquerque
(505) 244-3321 Fax: (505) 244-3675

Advanced
Communications and Electronics, Inc.

QUOTATION

QUOTE NO.: 24019 - 00
DATE: 8/04/26
TERMS: NET 30
DELIVERY: Best Way Possible

MAGVIL
TO: Magdalena, Village of
Charles Blaylock
PO Box 145
Magdelena, NM 87825

Please reference Quote No. on
Correspondence & purchase orders.
Quote expires 10/03/2026.

WE ARE PLEASED TO QUOTE YOU THE FOLLOWING:

LINE	QTY	ITEM	DESCRIPTION	UNIT PRICE	DISC	TOTAL
1	10	A03JAC9KA1AN	MINITOR 7 5 CHANNEL IS VHF PAGER 151-158.995	673.00	6.0	6,326.20
2	15	RLN8639	MINITOR 7 AMP CHARGER	215.00	6.0	3,031.50
3	15	RLN6507	ANTENNA, FLEX,ANT, VHF CHARGER AMPLIFIER	25.00	6.0	352.50
4	10	BKR9000-T3.5BC	BKR9000 PORTABLE TIER 3.5 ALL BAND CAPABLE, 5000 CH NOST	3,622.50	6.0	34,051.50
5	10	BKR-800	FEATURE 700/800 MHz 5000 CHAN	997.00	6.0	9,371.80
6	10	BKR-BFV	FEATURE BASE FREQ 136-174MHZ		6.0	
7	10	BKR0574	OPTION; AES FIPS140-2 ENCRYT	533.00	6.0	5,010.20
8	10	BKR0579	P25 FDMA TRUNKING,BKR-P SERIES	223.00	6.0	2,096.20
9	10	BKR0593	OPTION; P25 TDMA TRUNKING	501.00	6.0	4,709.40
10	10	BKR0595	OPTION, FACTORY INSTALL, LINK LAYER AUTHENTICATION (LLA)	144.00	6.0	1,353.60
11	10	BKR0893-148-E20	ANT. ALL BAND. 136-174MHZ, SMA, 20CM, EMITS	180.00	6.0	1,692.00
12	10	BKR0102	BATTERY; SURPASS LI-ION 4900MAH BKR9000	295.00	6.0	2,773.00
13	10	BKR0303-2	BKR CHARGER, DESKTOP 2 BAY BKR SERIES PORTABLE RADIOS	298.00	6.0	2,801.20
14	10	BKR0204	MICROPHONE, SPEAKER, W/3.5MM, IP68, EMERGENCY BUTTON, BKR500	407.00	6.0	3,825.80

Continued on following page

QUOTE NO. 24019-00
Magdalena, Village of

DATE 8/04/26

LINE	QTY	DESCRIPTION		UNIT PRICE	DISC	TOTAL
15	7	BKR9500R	Mobile, Trunk Mount, Multi-ban VHF-UHF 700/800MHz 5000 Ch P25	4,365.00		30,555.00
16	7	BKR-BFV	FEATURE BASE FREQ 136-174MHZ		6.0	
17	7	BKR-800	FEATURE 700/800 MHz 5000 CHAN	997.00	6.0	6,560.26
18	7	BKR0574	OPTION; AES FIPS140-2 ENCRYT	533.00	6.0	3,507.14
19	7	BKR0579	P25 FDMA TRUNKING,BKR-P SERIES	223.00	6.0	1,467.34
20	7	BKR0593	OPTION; P25 TDMA TRUNKING	501.00	6.0	3,296.58
21	7	BKR0595	OPTION, FACTORY INSTALL, LINK LAYER AUTHENTICATION (LLA)	144.00	6.0	947.52
22	7	KAA0636	CABLE ASSY REMOTE MOUNT 17'	154.00	6.0	1,013.32
23	7	KAA0660	REMOTE CONTR HEAD PLUG & PLAY COMES WITH KAA0638 INSTALL KIT	1,538.00	6.0	10,120.04
24	7	BKR0261	EXTERNAL SPEAKER 20W, 4 OHM, W / MOUNTING BRACKET	196.00	6.0	1,289.68
25	7	KAA0290S	MICROPHONE - PROGRAMMING WITH STRAIGHT CONNECTOR	444.00	6.0	2,921.52
26	7	PCTWSLMR	134-174, 380-520, 698 960MHZ, NMO ANTENNA MULTIBAND	236.63		1,656.41
27	7	NMOKNOCONN	COAX KIT; NO CONNECTOR	38.35		268.45
28	7	RFN-1005-3C	CONNECTOR, SILVER PLATED N-MAL E CRIMP FOR LMR195 RG58	12.22		85.54
29	7	FACEPLATES		50.00		350.00
30	6	LABOR	LABOR Programming	150.00		900.00
32	35	LABOR	LABOR Mobile Radio Vehicle Installation	150.00		5,250.00

Continued on following page

QUOTE NO. 24019-00
Magdalena, Village of

DATE 8/04/26

LINE	QTY	DESCRIPTION		UNIT PRICE	DISC	TOTAL
34	612	MILEAGE	MILEAGE / MOBILIZATION	2.25		1,377.00
35	9	TRAVEL PASSENGER	TRAVEL PASSENGER PER HOUR $75 / HOUR	75.00		675.00
36	1	FREIGHT	FREIGHT	673.22		673.22
37	1	20-00000-21-00030	SofNM PRICE AGRMT VEHICLE EQ PARTS labor exp 04/24/27			
				Item Summary		150,308.92
				Subtotal		157,235.62
				Discount		6,926.70
				Sales Tax		589.52
				Grand Total		150,898.44

ORDERS SUBJECT TO SHIPPING & HANDLING AND SALES TAX IF APPLICABLE

TERMS SUBJECT TO CREDIT REVIEW

BY Courtney Leighton (505)244-3321 Ext cleighton@advtwoway.com

Accepted by ______________________________ P.O. No. ____________

LEGAL NAME OF PURCHASER

______________________________ Date ____________

AUTHORIZED SIGNATURE

Procurement Details

<< Back

Procurement Number
10-00000-20-00048
Procurement Type
ITB Statewide Price Agreement (Agency)
Procurement Description
COMMUNICATIONS, RADIO EQUIPMENT, PARTS, ACCESSORIES AND RELATED SERVICES
Buyer
YULIASTUTI WULANDARI

Commodity ID	Commodity Description	Comr
03509	Aircraft Communications Radio	Aircra And S
12028	Communications Equipment, Marine	Boats
20420	Communication Control Units: Concentrators, Multiplexers, Couplers, Scan Converters, etc.	Comp Micro
20458	Modems, External, Data Communications	Comp Micro
28029	Communications/Telecommunications Cable and Wire	Electr Electr
47025	Communications Systems (For the Speech Impaired), Display Scanning Type	Hospi Speci Hand
72616	Antennas and Accessories (Radio Only): Brackets, Masts, Mount,	Radio

10-00000-20-00048 AA	ADVANCED COMMUNICATIONS AND ELECTRONICS	2417 BAYLOR DRIVE SE	ALBUQUERQUE	NM
10-00000-20-00048 AB	CODE 3 SERVICE LLC	2323 AZTEC RD NE SUITE A	ALBUQUERQUE	NM
10-00000-20-00048 AD	ENCHANTED TECHNOLOGY SOLUTIONS	6615 SUJETO RD NW	ALBUQUERQUE	NM
10-00000-20-00048 AF	ICOM AMERICA INC	12421 WILLOWS RD NE	KIRKLAND	WA
10-00000-20-00048 AG	L3HARRIS TECHNOLOGIES INC	PO BOX 419436	BOSTON	MA
10-00000-20-00048 AH	MOTOROLA	13096 COLLECTION	CHICAGO	IL

REQUEST FOR APPROVAL OF PROPERTY DISPOSAL

To: Magdalena Board of Trustees

Subject: REQUEST FOR APPROVAL OF DISPOSAL OF DAMAGED, EXPIRED, OBSOLETE, AND UNSERVICEABLE FIRE DEPARTMENT EQUIPMENT

REQUEST

The Magdalena Volunteer Fire Department respectfully requests that the Magdalena Board of Trustees approve the removal and disposal of identified fire department equipment that has been determined to be damaged, expired, obsolete, contaminated, excessively worn, or otherwise unserviceable and unsuitable for continued operational use.

The equipment proposed for disposal includes, but is not limited to, used structural firefighting protective clothing ("bunker gear"), AEDs, and other emergency-response and safety equipment identified on the attached inventory.

BASIS FOR DISPOSAL

The identified equipment is no longer appropriate for continued operational use because of age, expiration, physical damage, excessive wear, contamination, obsolete technology, expired components, loss of protective performance, or other conditions affecting its safety, reliability, or serviceability.

The Department's determination is based on equipment condition, inspection, age, manufacturer recommendations, applicable safety standards, maintenance history where available, and the equipment's intended operational use.

Maintaining equipment that is no longer safe or serviceable in the Department's active inventory creates unnecessary safety, accountability, and liability concerns.

BUNKER GEAR SERVICE LIFE

Structural firefighting protective clothing is subject to service-life and retirement requirements established by applicable NFPA standards and manufacturer instructions.

NFPA 1851 established a maximum retirement period of 10 years from the date of manufacture for structural firefighting ensembles and ensemble elements. The 10-year period represents a maximum service life and does not mean that bunker gear remains safe or serviceable for the entire period.

Bunker gear may require retirement before reaching 10 years of age when it is damaged, excessively worn, contaminated, defective, or otherwise no longer capable of providing the required level of protection. Inspection results, cleaning and maintenance history, exposure to hazardous environments, manufacturer requirements, and the overall condition of the gear may require earlier retirement.

NFPA's protective ensemble standards have subsequently been consolidated into NFPA 1850. The Department will use the applicable NFPA requirements, manufacturer recommendations, inspection results, and Department policies when determining whether protective equipment remains suitable for operational use.

For purposes of this request, bunker gear that has reached the applicable maximum service life, or that is otherwise determined to be unserviceable before that time, will be removed from operational service and permanently retired.

NO RESALE OR PUBLIC DISTRIBUTION

The Department recommends that the identified equipment not be offered for resale, auction, or unrestricted public distribution when the equipment has been determined to be unserviceable.

Used firefighting protective equipment may have been exposed to smoke, carcinogens, hazardous substances, bodily fluids, chemicals, or other contaminants that may not be readily apparent through visual inspection. Equipment may also contain damage or deterioration that is not readily visible.

Similarly, AEDs and other emergency equipment with expired components, damaged parts, obsolete technology, or other conditions that make the equipment unsuitable for emergency use should not be represented as functional or serviceable equipment.

The Department therefore recommends that equipment determined to be unserviceable be permanently removed from operational inventory and disposed of in a manner appropriate to its condition.

PROPOSED DISPOSAL METHOD

Upon approval by the Board of Trustees, the Department will remove the identified equipment from active operational inventory and document the disposition of each item.

Depending upon the type and condition of the equipment, disposal may include:

- Rendering the equipment permanently unusable;
    - Destruction;

- Recycling of appropriate materials;
- Disposal through an appropriate waste or recycling service;
- Return to a manufacturer or authorized service provider when appropriate; or
- Another lawful disposal method approved by the Village.

Protective equipment that could reasonably be mistaken for serviceable firefighting equipment should be rendered unusable before disposal whenever practical.

Equipment containing hazardous materials or contaminated materials will be handled and disposed of in accordance with applicable requirements.

PROPERTY RECORDS

The Department will maintain an inventory of the equipment approved for disposal. The inventory should identify, to the extent reasonably available:

- Description of the equipment;
- Manufacturer and model, when applicable;
- Serial number or identifying number, when available;
- Approximate age or date of manufacture, when available;
- Condition;
- Reason for removal from service;
- Disposition method; and
- Date of final disposition.

The Department will retain documentation of the Board's approval and the final disposition of the equipment as part of the Village's property records.

BOARD FINDING

The Magdalena Board of Trustees is requested to find that the equipment identified on the attached inventory is damaged, worn out, expired, obsolete, contaminated, or otherwise unserviceable to the extent that it is no longer safe or appropriate for continued operational use by the Magdalena Volunteer Fire Department.

The Board is further requested to authorize the removal of the identified equipment from active Department inventory and its disposal in accordance with applicable law, Village policies and procedures, manufacturer requirements, and applicable safety and environmental requirements.

REQUESTED BOARD ACTION

The Magdalena Volunteer Fire Department respectfully requests that the Board of Trustees approve the disposal of the equipment identified on the attached inventory and authorize the Department, or the appropriate Village official, to complete the approved disposition of those items.

This action will allow the Village and Fire Department to maintain accurate property records, remove unsafe or obsolete equipment from active inventory, reduce unnecessary safety and liability concerns, and ensure that equipment retained for emergency operations remains appropriate for its intended purpose.

An inventory of the equipment proposed for disposal is attached.

This request has been approved by the Village of Magdalena, Board of Trustees on this ________ day of _____________, 2026.

APPROVED:

____

Michael Thompson, Mayor

Attest:

____

Juanita Puente, Clerk/Treasurer

MVFD

Non-Servicable Equipment

Coats — Qty-15

Size	*Serial/Lot Number*	*Mfg Date*	*Notes*
Small	C88-07	1/18/1998	
48-35-9	2698862	12/6/2000	
44-40-34	24436	N/A	Tears, Mfg Date Unknown.
Lg-32	79456003	4/1/2007	
46-36	None	N/A	Mfg Date Unknown, very old.
46-27(S)	2708390	9/23/1992	
48-32	5242	9/1/1995	
48H-32	4541735	5/20/2013	
38(SM)	S0301	1/1/2012	
M	96909	10/1/2002	
48-32	3933116	12/1/2009	
48-32	3933112	12/1/2009	
M	32X6J868-M	2/1/2010	
36x36	L55157701	1/1/2012	
44X35	L5515770-1	1/1/2012	
M	32X6J868-M32	2/1/2010	

Pants — Qty-19

Size	*Serial/Lot Number*	*Mfg Date*	*Notes*
XL	357	7/1/2007	Wildland
XL	2970442	11/1/2007	
32(SM)x33	None	1/1/2012	
M	567	7/1/2007	Wildland
3XL	5608	7/1/2007	Wildland
3XL	289	7/1/2007	Wildland
36	1119913	9/1/1995	
3XL	1443	1/1/2008	Wildland
36-30	None	N/A	Mfg Date Unknown, very old.
XL	32X6P868-129	3/1/2010	
36-34	3933127	12/1/2009	
XL	32X69P868-1	11/1/2009	
36-32	3937122	12/1/2009	
38-P2L32	20143D	4/1/2009	
XL	32X6P868-7	11/1/2009	
40(LG)x31	L5515770-2	1/1/2012	
32(SM)x33	L5515770-2	1/1/2012	
XL	390	7/1/2007	Wildland
3XLx32	5607	7/1/2007	Wildland

Boots — Qty-9 Pairs

Size	*Serial/Lot Number*	*Mfg Date*	*Notes*

10.5 Wide	9761	4/21/2008	
7M/8W	7254	N/A	Mfg Date Unknown, old.
8H Wide	9302	7/1/2002	
8 Wide	9302	9/1/2002	
10 Wide	RS000048612	10/8/2008	
Unknown	Servis	N/A	Size worn off, MFG Date Unknown, cracking
9.5 Wide	9761	3/11/2010	
6-1/2M, 7-1/2W	9761	N/A	Mfg Date Unknown, Old.
6-1/2 Medium	807-6001	12/1/2003	

Miscellaneous

Size	*Serial/Lot Number*	*Mfg Date*	*Notes*
Scott 2.2	8890188	N/A	Village Property Tag 1480
Yellow Fire Helmet	445	4/27/1995	Broken Visor/Bracket
Red Wildland Helmet	N/A	N/A	Broken Harness
Box of Gloves			Multiples, some unpaired, damaged, structural, work and extrication gloves. All expired, rodent soiled.
Defibtech Lifeline AED	101004227	N/A	MFG Error Code 402

RESOLUTION # 2026-18
RESOLUTION AUTHORIZING FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE NEW MEXICO WATER TRUST BOARD

WHEREAS, the *Village of Magdalena, New Mexico* whose *"Village of Magdalena Water System Improvements Project"*; and

WHEREAS, the *Village of Magdalena, New Mexico* may apply for financial assistance from the New Mexico Water Trust Board to fund this *"Village of Magdalena Water System Improvements Project"*; and

WHEREAS, the *Village of Magdalena, New Mexico* is eligible to apply for funding from the New Mexico Water Trust Board.

NOW THEREFORE, BE IT RESOLVED By the Governing Body of The *Village of Magdalena, New Mexico*, that the filing of an application to the New Mexico Water Trust Board for funding in the 2027 Water Project Fund funding cycle is hereby authorized. The project type falls under Water Storage, Conveyance and Delivery and proposes for design only for the improvement of the water system. The financial assistance requested is in the amount of *$1,850,000.00.*

BE IT FURTHER RESOLVED, that *Mayor, Michael Thompson* is hereby designated as the *Village of Magdalena, New Mexico* representative to act on behalf of this application.

PASSES, APPROVED AND ADOPTED by the *Mayor & Board of Trustees* on this 24th day of August 2026.

VILLAGE OF MAGDALENA BOARD OF TRUSTEES:

BY: ______________________________
Michael Thompson / Mayor

ATTEST:

BY: ______________________________
Juanita Puente / Clerk/Treasurer

NOTICE OF INTENT TO APPLY FOR 2027 WATER TRUST BOARD FUNDING DESIGN ONLY APPLICATION

This Notice of Intent ("NOI") serves as i) notification of the Applicant's desire to apply for Water Trust Board ("WTB") funding for the 2027 cycle, and ii) the initial step of the enrollment process to access the New Mexico Finance Authority's ("NMFA") online application and account system, EnABLE™ ("EnABLE") for WTB funding. WTB funding applications may only be submitted via EnABLE.

Enrollment involves completing this NOI to identify the individual who will be the Primary Contact for submitting the application. Through this NOI, the applicant may also request access for a Secondary Contact and up to two Designated Consultants who may assist in the application and upload documentation. Access for additional contacts or consultants as well as the submission of the completed NOI must be sent through WTBAdmin@nmfa.net.

Upon receipt of a properly completed NOI, the NMFA will send, by email, confirmation of our acceptance of your enrollment, and, if applicable, our acceptance of the enrollment of any additional contacts or consultant to use EnABLE, along with an assigned Username and temporary Password. To access EnABLE, a user will be asked to submit a correct Username and Password, as well as acknowledge certain terms of use.

I. APPLICANT INFORMATION:

Applicant Name:	Village of Magdalena		
Applicant Mailing Address:	PO Box 145		
Applicant Street Address:	108 N. Main Street		
City: Magdalena		**State:** NM	
County: Socorro		**Zip:** 87825	
Email: mayor@villageofmagdalena.com		**Phone:** (575)854-2261	

APPLICANT LEGAL ENTITY TYPE (Check One):	
	Authority (specify):
✓	**Municipal or County Government** Village of Magdalena
	Mutual Domestic/Sanitary Projects Act Entity
	Special District (specify):
	Tribe or Pueblo
	Other (specify):

APPLICANT PRIMARY CONTACT (Authorized to Submit Application and Request Access for EnABLE users)		
Name: Michael Thompson	**Title:** Mayor	
Mailing Address: PO Box 145		
City: Magdalena	**State:** NM	**Zip:** 87825
Email: mayor@villageofmagdalena.com	**Phone:** (575) 854-2261	

APPLICANT SECONDARY CONTACT (Authorized to Access EnABLE Application System)		
Name: Juanita Puente	**Title:** Village Clerk	
Mailing Address: PO Box 145		
City: Magdalena	**State:** NM	**Zip:** 87825
***Email:** clerk@villageofmagdalena.com	**Phone:** (575) 854-2261	

****email must not duplicate primary***

Consultant Authorized to Access EnABLE Application System		
Name: Gwen Valentino	**Title:** Grant Admin/Tech Adv.	
Firm: South Central Council of Governments		
Mailing Address:		
City:	**State:**	**Zip:**
Email: gvalentino@sccog-nm.com	**Phone:** 575-418-7948	

Consultant Authorized to Access EnABLE Application System		
Name:	**Title:**	
Firm:		
Mailing Address:		
City:	**State:**	**Zip:**
Email:	**Phone:**	

II. PROJECT INFORMATION

Project Name: Village of Magdalena Water System Imrovements

Amount Requested for Design only: $ 1,850,000

Estimated Total Project Cost: $ 18,500,000 ***(design and construction estimates)***

Project Type – ***Check One That Applies***

- ☑ Water Storage, Conveyance and Delivery
- ☐ Watershed Restoration and Management
- ☐ Wastewater Collection, Conveyance and Treatment
- ☐ Endangered Species Act Collaborative
- ☐ Flood Prevention
- ☐ Water Conservation or Treatment, Recycling or Reuse

III. PROJECT DESCRIPTION

Please provide the Project Location, the Scope of Work to be completed with the requested funding, the Phase or phases to be funded, and a brief description of the Project Goal.

Project Location: Village of Magdalena, New Mexico

Scope of work: ☑ Design Only (must be checked)

Project Goal (*35 words or less*):

Waterline replacement for all lines except the connection between the Benjamin Well and distribution system, was selected for final recommendation.

Provide Planning Document Title: PER for Water System Improvements

Date Planning Document was completed: June 8, 2026

Are all easements secured: Yes

IV. REGULATORY COMPLIANCE CHECKLIST

Section 3.2E of the Water Trust Board Project Management Policies requires applicants to begin working directly with regulatory agencies that will certify compliance with all relevant regulations. Check all that are applicable for the proposed project.	
Water Rights (OSE): Verification of sufficient water rights as required for proposed project.	☑
Safe Drinking Water Act Compliance (NMED-DWB): Full compliance with Safe Drinking Water Act and all relevant New Mexico Environment Department regulatory requirements. *Please indicate if the project will cure the compliance issue.*	☑
Clean Water Act Compliance: Full compliance with Clean Water Act and all relevant New Mexico Environment Department regulatory requirements. *Please indicate if the project will cure the compliance issue.*	☑
Dam Safety (OSE): Any project that involves designing or construction a new impoundment, dam or reservoir; or repairing an existing dam or reservoir must submit the design to OSE Dam Safety Bureau to assess whether additional permitting is required prior to obtaining public funding.	☐
Water conservation plan/drought management plan (OSE): Any entity that supplies, distributes or otherwise provides at least five hundred acre-feet or water annually for domestic commercial, industrial or government customers for other than agricultural purposes may develop, adopt and submit to the state engineer, a comprehensive water conservation plan, including a drought management plan.	☐

V. APPLICATION RESOLUTION ADOPTION DATE: August 24, 2026

PLEASE PROVIDE THE DATE of Governing Board's Adoption or Expected Adoption of Resolution Authorizing the Submission of an application to the Water Trust Board. ***Please note that the resolution is due with the application on September 10, 2026.*** Applicants who need additional time to work through their governing body approval process may submit a draft resolution with the application and receive an extension to submit the final resolution by October 15, 2026.

VI. ACKNOWLEDGEMENT: I have reviewed a copy of the **Water Trust Board Project Management Policies Revised and Restated as of June 25, 2025**.

I CERTIFY THAT:

- I have the authority to designate a Primary Contact who will be authorized to submit an application via EnABLE;
- I have the authority to designate local users to access EnABLE;
- I have the authority to designate identified consultants to access EnABLE; and
- To the best of my knowledge, all information contained in this NOI is valid and accurate.

Signature: ______________________
Highest Elected Official/Board Officer

Print Title: ______________________

Print Name: ______________________

Date: ______________________

NEW MEXICO CAPITAL OUTLAY EMERGENCY GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, Aging and Long-Term Services Department ("Department"), 2550 Cerrillos Road, Santa Fe, New Mexico 87505, and **VILLAGE OF MAGDALENA** ("Grantee"), individually a "Party" and collectively the "Parties." This Agreement shall be effective as of the date the Department executes it ("Effective Date").

ARTICLE I

PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION

Pursuant to Laws **2024**, Chapter **66**, Section **4**, Paragraph **15**, the Legislature appropriated **Thirty-Eight Thousand, Eight Hundred Eighty-Five Dollars and Twenty-Eight Cents ($38,885.28)** for emergency requests to plan, design, renovate, improve, equip, and furnish senior centers, including delivery and installation of building systems and purchase and installation of meals equipment, and to purchase and equip vehicles for senior centers statewide.

A. Project **A24I2023-2** ("Project") shall be completed by June 30, 2027 ("Reversion Date"). Under Laws of **2024**, Chapter **66**, Section **4**, Paragraph **15**, **Thirty-Eight Thousand, Eight Hundred Eighty-Five Dollars and Twenty-Eight Cents ($38,885.28)** is awarded **to increase security for vehicles and Senior Center by installing parking garage gates and replace broken windows**.
B. Grantee's total reimbursements shall not exceed **Thirty-Eight Thousand, Eight Hundred Eighty-Five Dollars and Twenty-Eight Cents ($38,885.28)** ("Awarded Amount").
C. In the event of a conflict among the appropriation amount, the Reversion Date, the Project purpose, and the corresponding appropriation language in the laws cited above, the language of the laws cited in this Article shall control.

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

ARTICLE II

CERTIFICATION

Grantee certifies that all awarded funds shall be used solely for the purposes described in Article I, Section A. Grantee further certifies and agrees as follows:

A. Grantee shall comply with the State Procurement Code and shall execute binding written agreements or purchase orders with third-party contractors or vendors for services, including professional services, or for the acquisition of tangible personal property and real property, as applicable to the Project.

B. Grantee shall ensure that awarded funds are used exclusively for the benefit of entities authorized under applicable law, including Article IX, Section 14 of the Constitution of the State of New Mexico, also known as the Anti-Donation Clause.

C. Grantee shall adhere to the Request for Payment procedures set forth in Article VIII.

ARTICLE III

PROJECT BUDGET AND DISBURSEMENT LIMITATION

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

B. After receipt of a Notice of Obligation, Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. Reimbursement is expressly conditioned upon the following:

   a. Grantee's expenditures shall be made in accordance with the Project Budget on or before the Reversion Date and, if applicable, any Early Termination Date.

   b. The total amount received by Grantee shall not exceed the lesser of the Adjusted Appropriation Amount identified in Article I, Section B, or the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted Grantee's Third-Party Obligations.

C. Grantee's expenditures shall be made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and binding written obligations or purchase orders with third-party contractors or vendors for the Project.

D. Grantee shall submit timely Requests for Payment and supporting documentation in accordance with this Agreement.

E. If capital assets acquired with Project funds are to be sold, leased, licensed, or operated by a private entity, the transaction must be approved by the applicable oversight entity, if any, in accordance with Sections 13-6-2, 13-6-2.1, and 13-6-3 NMSA 1978. If no oversight entity approval is required, the Department of Finance and Administration's Infrastructure Planning and Development Division must approve the transaction as compliant with law.

F. The Department may, in its sole discretion and unless inconsistent with State Board of Finance conditions, reimburse Grantee for necessary planning and design expenditures incurred to develop the Project sufficiently to make the transaction commercially feasible.
G. Grantee shall submit documentation of all Third-Party Obligations and amendments, including terminations, to the Department. The Department may issue a Notice of Obligation for a particular amount under the terms of this Agreement.

ARTICLE IV

TERM AND DEADLINE TO EXPEND FUNDS

A. The term of this Agreement begins on the Effective Date and terminates on the 30th day of June in the calendar year of the Reversion Date, unless earlier terminated pursuant to Article V ("Term").
B. Project funds must be expended on or before the Reversion Date and, if applicable, any Early Termination Date.
C. Merely encumbering funds on Grantee's books is not sufficient to constitute expenditure.
D. An expenditure occurs when goods are delivered to and received by Grantee, title transfers to Grantee, or services are rendered and accepted by Grantee, as applicable.

ARTICLE V

REPORTING

A. Database Reporting

a. Grantee shall provide the Department with quarterly reports, attached hereto as **Exhibit C,** of Project activity.
b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit B** and incorporated herein, that all information provided on the Quarterly Reports Form and Certification is true and accurate, 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 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 reporting 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.

ARTICLE VI

EARLY TERMINATION

A. General Provision. The Department may terminate this Agreement before the Reversion Date based on completion of the Project, complete expenditure of the Adjusted Appropriation Amount, or violation of this Agreement. Early Termination includes termination for the following reasons:
   a. Completion of the Project before the Reversion Date.
   b. Complete expenditure of the Adjusted Appropriation Amount before the Reversion Date.
   c. Violation of the terms of this Agreement.
   d. Suspected mishandling of public funds, including fraud, waste, abuse, and conflicts of interest.
B. Non-appropriation. This Agreement is contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description. If sufficient appropriations are not made, this Agreement shall terminate upon written notice from the Department effective as of the date of the non-appropriation law.
C. The Department's decision regarding the availability of appropriations or authorizations shall be final, and Grantee waives any impairment-of-contract claim against the State arising from such termination.
D. Either Party may terminate this Agreement before the Reversion Date by giving at least fifteen (15) days' advance written notice of Early Termination.

ARTICLE VII

SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may suspend new or further obligations under this Agreement in accordance with applicable provisions of this Agreement, including where non-compliance or early termination conditions exist.
B. In the event of Early Termination, the Department's sole and absolute obligation to reimburse Grantee is limited by the restrictions set forth in Article II and elsewhere in this Agreement.

ARTICLE VIII

AMENDMENTS

This Agreement may be altered, changed, or amended only by a written instrument executed by both Parties with the same formalities required for this Agreement, unless this Agreement expressly provides otherwise.

ARTICLE IX

REQUEST FOR PAYMENT PROCEDURES

A. Grantee shall request payment by submitting the form attached as Exhibit B.
B. Each Request for Payment must be consistent with the Project Budget and include proof of payment by Grantee or liabilities incurred by Grantee. Proof of payment must demonstrate the validity of the expenditure or liability.
C. Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole discretion, agrees and any special conditions are satisfied.
D. Obligated but unpaid invoices from third-party contractors or vendors may be reimbursed if they comply with this Agreement. Grantee shall pay those contractors or vendors within five (5) business days after receiving reimbursement, or sooner if required in writing by the Department.
E. The Department may pay contractors or vendors directly as a special condition under this Agreement.
F. Grantee must certify proof of payment to the third-party contractor or vendor within five (5) business days after the Department reimburses Grantee.
G. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, reimbursements are limited to planning, design, and procurement costs.
H. Once those stages are complete, Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must utilize at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the Reversion Date.
I. Requests for Payment must be submitted on the earlier of:
    a. The date Grantee receives the expenditure or liability documentation, but no later than thirty (30) days after the expenditure or liability is incurred.
    b. The date of Early Termination or the Reversion Date for expenditures or liabilities incurred before that date.
J. The Department may reject any Request for Payment if Grantee fails to comply with this Agreement or if the Department is not satisfied that the expenditures or liabilities are permissible and properly documented.

ARTICLE X

PROJECT CONDITIONS AND RESTRICTIONS

A. Project funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including the State Procurement Code.
B. Project expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices.
C. The Project must comply with the New Mexico Public Works Minimum Wage Act, Sections 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.
E. Without prior written approval from the Department and the State Board of Finance, Grantee shall not convert property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description during the useful life of the asset.
F. Unauthorized disposal or conversion of Project property may trigger reimbursement, transfer of proceeds, or other consideration to the State as provided by law and this Agreement.
G. Grantee shall comply with all applicable federal and state civil rights and equal employment opportunity laws.
H. Grantee shall ensure that no person is excluded from participation in the Project or denied benefits on the basis of race, color, national origin, sex, sexual preference, age, or disability.
I. If the Department determines Grantee has failed to comply with these conditions, Grantee shall immediately take corrective steps. Failure to do so within a reasonable time, not to exceed thirty (30) days after notice, constitutes a breach and grounds for Early Termination.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

A. Reliance by Department. Grantee acknowledges that the Department relies on the representations and warranties made in this Agreement as a material inducement to enter into the Agreement and provide the Appropriated Amount.
B. Grantee represents and warrants that:
    a. Grantee has taken all necessary steps to obtain legal authority to receive and expend the Project funds.
    b. Grantee has duly authorized this Agreement, and the person signing has authority to do so.
    c. Grantee's obligations do not conflict with applicable law, ordinances, resolutions, charter provisions, judgments, or decrees.

d. The Project Description, including the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
e. Grantee's governing body has authorized the official representative to sign and submit Requests for Payment.

C. Grantee will comply with New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
D. No officer, employee, designee, agent, governing body member, or other public official of Grantee with responsibility for this Agreement shall have any direct or indirect interest in any contract or subcontract for the Project.
E. Grantee shall require all contractors to include the same conflict-of-interest language in all subcontracts.
F. No funds have been or will be paid for influencing any officer or employee of the State in connection with any Third-Party Obligation.
G. Grantee shall require lobbying-prohibition language in award documents for all subawards, including subcontracts, loans, and cooperative agreements.
H. If any representation or warranty is false or misleading, the Department may terminate the Agreement immediately, demand repayment of all disbursed Appropriated Amounts, and pursue any other remedies available at law or in equity.
I. These representations and warranties survive Early Termination or expiration of the Agreement.

ARTICLE XII

PROJECT RECORDS

A. Grantee shall be strictly accountable for receipts and disbursements relating to Project funds and shall follow generally accepted accounting principles and the State's Model Accounting Practices.
B. If feasible, Grantee shall maintain a separate bank account or fund with a separate organizational code for the Project.
C. For six (6) years following completion of the Project ("Record Retention Period"), Grantee shall maintain all Project-related records, including financial records, procurement records, contracts, subcontracts, advertisements, minutes, and other records sufficient to fully account for the use and disposition of Project funds.
D. Grantee shall make all Project records available to the Department, the Department's independent public accountant, and the New Mexico State Auditor upon request.
E. If the State Auditor or Department determines funds were improperly expended, Grantee shall reimburse the State for all improperly expended amounts.

ARTICLE XIII

IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including by fraud, mismanagement, misrepresentation, misuse, or violation of law, the Department may, after ten (10) days' notice and an opportunity to return such funds, offset any funds due to Grantee from the State until the Appropriation Amount is fully repaid.

ARTICLE 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 under this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XV

SCOPE OF AGREEMENT

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

ARTICLE XVI

REQUIRED NON-APPROPRIATIONS CLAUSE

Grantee shall include the following clause in all contracts funded in whole or part by funds made available under this Agreement and entered into after the effective date of this Agreement:

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico for the performance of this Agreement. If the Legislature does not make sufficient appropriations and authorization, **VILLAGE OF MAGDALENA** may immediately terminate this Agreement by giving Contractor written notice of such termination. **VILLAGE OF MAGDALENA**'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 **VILLAGE OF MAGDALENA** or the State of New Mexico in the event of immediate or Early Termination of this

Agreement by **VILLAGE OF MAGDALENA** or the State Department of Finance and Administration."

ARTICLE XVII

REQUIRED TERMINATION CLAUSE

Grantee shall include the following clause in all contracts funded in whole or part by funds made available under this Agreement and entered into after the effective date of this Agreement:

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

ARTICLE XVIII

COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:
    a. Submit all required annual audit and agreed-upon procedures reports by the deadlines established in applicable law and regulation.
    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.
    d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Practices to expend and safeguard Project funds and assets.
B. If Grantee fails to comply with these requirements, the Department may suspend new or further obligations, require a written corrective action plan, impose special conditions through Exhibit D, or terminate this Agreement pursuant to Article V.

ARTICLE XIX

GENERAL PROVISIONS

A. Assignment. Grantee's rights and obligations are personal and may not be transferred or assigned without the prior written consent of the State.
B. Subcontractors. Grantee shall not enter any subgrant or subcontract without prior written approval of the State and shall provide copies upon request.

C. Binding Effect. This Agreement binds and benefits the Parties and their permitted successors and assigns.
D. Authority. Each Party represents and warrants that its execution and delivery of this Agreement and performance of its obligations have been duly authorized.
E. Captions and References. Captions are for convenience only and do not control interpretation.
F. Counterparts. This Agreement may be executed in multiple counterparts, each of which is deemed an original.
G. Digital Signatures. Valid digital signatures are incorporated by reference if used in accordance with State policy.
H. Modification. Any modification must be in a formal written amendment properly executed and approved under New Mexico law and State fiscal rules, unless otherwise provided in this Agreement.
I. Statutes, Regulations, Fiscal Rules, and Other Authority. References to legal authority mean the authority as then current, as may be amended after the Effective Date.
J. External Terms and Conditions. The State is not bound by terms appearing on Grantee's or a subcontractor's website or click-through terms unless specifically referenced in this Agreement.
K. Severability. If any provision is invalid or unenforceable, the remaining provisions remain in full force and effect to the extent the Parties can continue performance consistent with the Agreement's intent.
L. Survival. Any obligation intended to continue after termination or expiration survives and remains enforceable.
M. Third-Party Beneficiaries. This Agreement confers no rights or remedies on any person or entity other than the Parties and their permitted successors and assigns.
N. Waiver. No failure or delay in exercising any right under this Agreement constitutes a waiver.
O. Standard and Manner of Performance. Grantee shall perform its obligations using the highest standards of care, skill, and diligence in its industry.
P. Licenses, Permits, and Other Authorizations. Grantee shall obtain and maintain all required licenses, certifications, permits, and authorizations at its own expense during the term of this Agreement.
Q. Publicity. No publicity regarding the subject matter of this Agreement may be released without prior written approval from the Department.
R. Data Sharing. The State may require Grantee to provide data generated under this Agreement and may incorporate such data into its analysis tools or databases, including GIS systems. To the extent legally owned by Grantee or its

subcontractors, such data is licensed to the State on a nonexclusive, fully paid-up basis for reproduction, use, distribution, derivative works, and archiving.

S. Venue and Choice of Law. This Agreement is governed by New Mexico law. Any legal proceeding arising out of or related to this Agreement shall be brought exclusively in the district courts located in Santa Fe, New Mexico.

AUTHORITY

The State Agency on Aging, and its successor agency, the Aging and Long-Term Services Department, may enter grants and contracts as appropriated by law. I hereby approve this certification for the appropriation number.

[This space is left blank intentionally]

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

APPROVED BY AGING AND LONG-TERM SERVICES DEPARTMENT

Sponsor or Designee

By: ______________________________

Title: Capital Outlay Bureau Chief

Date: ______________________________

Chief Financial Officer or Designee

By: ______________________________

Title: Chief Financial Officer or Designee

Date: ______________________________

Chief Procurement Officer or Designee

By: ______________________________

Title: Chief Procurement Officer or Designee

Date: ______________________________

Office of Secretary or Designee

By: ______________________________

Title: Cabinet Secretary or Designee

Date: ______________________________

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office or Designee

By: ______________________________

Title: General Counsel or Designee

Date: ______________________________

APPROVED BY GRANTEE

Grantee

By (Print Name): ____________________

Title: ______________________________

Signature: __________________________

Date: ______________________________

Grantee

By (Print Name): ____________________

Title: ______________________________

Signature: __________________________

Date: ______________________________

Grantee

By (Print Name): ____________________

Title: ______________________________

Signature: __________________________

Date: ______________________________

Grantee

By (Print Name): ____________________

Title: ______________________________

Signature: __________________________

Date: ______________________________

EXHIBIT A

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE

Notice of Obligation to Reimburse Grantee [# ______]

DATE: ___________

TO: Department Representative: **AGING & LONG-TERM SERVICES DEPARTMENT**

FROM: Grantee: ____________________________ Grantee Official Representative:_____________________

Grantee Address:____

Name of Senior Center:____

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 the Grantee and the Department, I certify that the Grantee has submitted to the Department the following third-party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor:____

Third Party Obligation Amount: _______________________________________

Vendor or Contractor:____

Third Party Obligation Amount: _______________________________________

Vendor or Contractor:____

Third Party Obligation Amount: _______________________________________

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

Grant Amount (Minus AIPP if applicable): $_____________

The Amount of this Notice of Obligation: $_____________

The Total Amount of all Previously Issued Notices of Obligation: $_____________

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

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

Department Rep. Approver:_____________________________Title:______________________________

Signature:____Date:______________________________

Please ensure that all estimates and/or quotes are included with the Notice of Obligation (NOO).

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.

NOO Revised: 10-14-2025 PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

EXHIBIT B

Request for Payment Form and Certification

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

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: ____________________

B. Senior Center (Name): ____________________

C. Fiscal Agent Billing Address: ____________________
Do Not Enter Senior Center Address

____
City State Zip

D. Phone No: ____________________

E. Grant No: ____________________

F. Grant Expiration Date: ____________________

II. Payment Computation

A. Payment Request No. ____________________

B. Grant Amount: ____________________

C. AIPP Amount *(If Applicable)*: ____________________

D. Funds Requested to Date: ____________________

E.

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
Amount Requested this Payment:			

F. Reversion Amount (*If Applicable*): ____________________

G. Grant Balance: ____________________

H. GOB ☐ STB ☐ GF ☐

I. Final Request for Payment (*if Applicable*) ☐

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

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

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

____
Grantee Representative

____
Printed Name

Date: ____________________

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

____
Printed Name

Date: ____________________

(State Agency Use Only)

Fund Code__________ **Acct Code**__________ **Department Code**__________ **Bud Ref**__________ **Class Code**__________

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

____
ALTSD Capital Outlay Fiscal Coordinator

____
Date

____
ALTSD Capital Outlay Bureau Chief

____
Date

PLEASE SUBMIT TO: capital.outlay@altsd.nm.gov

Revised 03-12-2026

GRANTEE REQUEST FOR PAYMENT (RFP) CHECKLIST

RFPs **MUST** be submitted as soon as grantee payment has cleared.

____ RFP # ______ (Verify that you are submitting the correct RFP #)

____ A-Code __________ (Verify that you are requesting payment for the correct grant #)

____ Verify $ amount on the RFP corresponds with the total amount of all invoices and proof of payment (i.e., canceled check, credit card receipt)?

____ Did you include the grant expiration date, and is it a valid date?

____ Has CPMS been updated within the current quarter of RFP submittal?

1st Quarter	July 1 – September 30
2nd Quarter	October 1 – December 31
3rd Quarter	January 1 – March 31
4th Quarter	April 1 – June 30

____ Verify that "Amount of invoice" and "Amount applicable to this Grant" are correct. (For example, if an invoice is for $100.00 but only $50.00 applies to the grant, ensure this is correctly captured on the RFP).

Example:

Date of Invoice	Vendor Name	Amount of Invoice	Amount Applicable to this Grant
6/10/2025	ABC construction	$100.00	$50.00
E	X A M P	L E	
Amount Requested this Payment:			$50.00

Are the following required documents included?

RFPs for equipment, construction, and vehicles

___ Invoice (All PRs)

___ Proof of payment (canceled check/ACH payment) (All PRs)

___ Grantee PO (All PRs)

___ Approved NOO

Additional supporting documents for Vehicles (all the above and the following):

___ Certificate of Origin (all the above and PRs for Vehicles)

___ Odometer Disclosure

___ Buyers' Agreement

Please ensure VINs on all supporting documents match.

NOTE: Be advised that 85% of grant funds must be spent 6 months prior to the reversion date.

This is for your use only DO NOT submit with RFP

EXHIBIT C

Quarterly Reports Form and Certification

Quarterly reporting shall be completed using the CAPS reporting platform https://platform.dfa.nm.gov/icip-quarterly-reports.html.

ALTSD Quarterly Report Form and Certification

Fiscal Agent:

Senior Center:

Grant #:

Reporting Period (Quarter):

Prepared By:

Title:

Goals/Milestones from last Quarter:

Goals/Milestones for this Quarter:

Challenges (if any):

Certification:

I certify that the information provided is accurate to the best of my knowledge.

Print Name: ______________________________

Preparer Signature:_________________________

Date: ______________________________

EXHIBIT D
Special Conditions

No special conditions are applicable to this Capital Outlay Grant Agreement.

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, LOCAL GOVERNMENT DIVISION, ("**Department**") and the 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 2026, Chapter 71, Section 48, Paragraph 438, 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. **26-K3073** ("**Project**") 6/30/2028 ("**Reversion Date**"). Laws of 2026, Chapter 71, Section 48, Paragraph 438, One Hundred Eighty Thousand Dollars and Zero Cents, $180,000.00, to purchase and equip portable and mobile base station radios for the marshal's office in Magdalena in Socorro county;.

B. Grantee's total reimbursements shall not exceed $180,000.00 One Hundred Eighty Thousand Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $180,000.00 One Hundred Eighty Thousand Dollars and Zero Cents ("**Adjusted Appropriation Amount**").

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

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

II. DISBURSEMENT LIMITATION

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

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
   i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
   ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
   i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
   ii. If no oversight entity is required to approve the transaction, the LOCAL GOVERNMENT DIVISION'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:	Michael Thompson
Title:	Mayor
Address:	PO Box 145, 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:	PO Box 145, 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.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: DanielN.Catanach@dfa.nm.gov
Telephone: (505) 231 - 6090

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, Village of Magdalena may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The Village of Magdalena'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 Village of Magdalena or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Magdalena or the State LOCAL GOVERNMENT DIVISION."

XVII. REQUIRED TERMINATION CLAUSE

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

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

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

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

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

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

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

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

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

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

proceed sufficiently.

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

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

XX. GENERAL PROVISIONS

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

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

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

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

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

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

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

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

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

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

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

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

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

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

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

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

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

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

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

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

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

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

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

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

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature Date

Chief Financial Officer or Designee:

Signature Date

Local Government Division Director or Designee:

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature Date

APPROVED BY GRANTEE:

Village of Magdalena
Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name) (Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: ______
B. Address: ______
(Complete Mailing including Suite, if applicable)
______
City, State, Zip

C. Contact Name/Phone #: ______
D. Grant No: ______
E. Project Title: ______
F. Grant Expiration Date: ______

II. Payment Computation

A. Payment Request No. ______
B. Grant Amount: $ 0.00
C. AIPP Amount (if Applicable): $ 0.00
D. Funds Requested to Date: $ 0.00
E. Amount Requested this Payment: ______
F. Reversion Amount (if applicable): $ 0.00
G. Grant Balance: $ 0.00
H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

______
Grantee Fiscal Officer or Fiscal Agent (if applicable)

______
Printed Name

Date: ______

______
Grantee Representative

______
Printed Name

Date: ______

(State Agency Use Only)

Vendor Code: ______ Fund No.: ______ PO # ______ Log No.: ______

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

______
ASD Officer Date

______
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # ___________

DATE: ____________________________

TO: Department Representative: ____________________________, Grant Manager

FROM: Grantee Entity: ____________________________

Grantee Official Representative: ____________________________

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: ____________________________

Grant Termination Date: ____________________________

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

Vendor or Contractor: ____________________________

Third Party Obligation Amount: ____________________________

Vendor or Contractor: ____________________________

Third Party Obligation Amount: ____________________________

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

Grant Amount (Minus AIPP if applicable): ____________________

The Amount of this Notice of Obligation: ____________________

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

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

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

Department Rep. Approver: ____________________________

Title: Grant Manager

Signature: ____________________________

Date: ____________________________

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

Revised 7/2025

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EXHIBIT C

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

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E

Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

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

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

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

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

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

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

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

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

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

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

III. Purpose:

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

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data analysis from various sources.

IV. **Use of Information:**

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

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

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

V. **Safeguarding Information:**

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

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

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

VI. **Re-Disclosure of Information:**

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

VII. **Ownership of Information:**

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

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, LOCAL GOVERNMENT DIVISION, ("**Department**") and the 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 2026, Chapter 71, Section 48, Paragraph 440, 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. **26-K3075** ("**Project**") 6/30/2028 ("**Reversion Date**"). Laws of 2026, Chapter 71, Section 48, Paragraph 440, Eighty Thousand Dollars and Zero Cents, $80,000.00, to purchase and equip radar systems, printers and computers for marshal's office vehicles in Magdalena in Socorro county;.

B. Grantee's total reimbursements shall not exceed $80,000.00 Eighty Thousand Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $80,000.00 Eighty Thousand Dollars and Zero Cents ("**Adjusted Appropriation Amount**").

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

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

II. DISBURSEMENT LIMITATION

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

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project (**"Third Party Obligations"**); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the LOCAL GOVERNMENT DIVISION'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:	Michael Thompson
Title:	Mayor
Address:	PO Box 145, Magdalena, NM 87825
Email:	mayorl@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:	PO Box 145, 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.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: DanielN.Catanach@dfa.nm.gov
Telephone: (505) 231 - 6090

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, Village of Magdalena may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The Village of Magdalena'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 Village of Magdalena or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Magdalena or the State LOCAL GOVERNMENT DIVISION."

XVII. REQUIRED TERMINATION CLAUSE

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

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

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

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

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

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

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

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

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

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

proceed sufficiently.

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

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

XX. GENERAL PROVISIONS

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

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

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

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

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

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

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

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

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

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

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

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

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

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

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

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

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

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

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

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

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

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

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

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

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature Date

Chief Financial Officer or Designee:

Signature Date

Local Government Division Director or Designee:

Signature Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature Date

APPROVED BY GRANTEE:

Village of Magdalena
Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name) (Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: ____________

B. Address: ____________
(Complete Mailing including Suite, if applicable)
____
City, State, Zip

C. Contact Name/Phone #: ____________

D. Grant No: ____________

E. Project Title: ____________

F. Grant Expiration Date: ____________

II. Payment Computation

A.	Payment Request No.	
B.	Grant Amount:	$ 0.00
C.	AIPP Amount (*if Applicable*):	$ 0.00
D.	Funds Requested to Date:	$ 0.00
E.	Amount Requested this Payment:	
F.	Reversion Amount (*if applicable*):	$ 0.00
G.	Grant Balance:	$ 0.00
H.	☐ Final Request for Payment (*if applicable*)	

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct, expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

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

____
Printed Name

Date: ____________

____
Grantee Representative

____
Printed Name

Date: ____________

(State Agency Use Only)

Vendor Code: ________ Fund No.: ________ PO #: ________ Loc No.: ________

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

____
ASD Officer Date

____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # ___________

DATE: ______________________________

TO: Department Representative: ______________________________, Grant Manager

FROM: Grantee Entity: ______________________________

Grantee Official Representative: ______________________________

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: ______________________________

Grant Termination Date: ______________________________

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

Vendor or Contractor: ______________________________

Third Party Obligation Amount: ______________________________

Vendor or Contractor: ______________________________

Third Party Obligation Amount: ______________________________

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

Grant Amount (Minus AIPP if applicable): ______________________________

The Amount of this Notice of Obligation: ______________________________

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

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

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

Department Rep. Approver: ______________________________

Title: Grant Manager

Signature: ______________________________

Date: ______________________________

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

Revised 7/2025

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EXHIBIT C

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

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *
*(Provided separately when grant agreement issued to Grantee)

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EXHIBIT E
Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

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

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

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

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

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

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

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

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

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

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

III. Purpose:

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

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data analysis from various sources.

IV. Use of Information:

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

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

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

V. Safeguarding Information:

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

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

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

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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

NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT
CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into by and between the State of New Mexico, LOCAL GOVERNMENT DIVISION, ("**Department**") and the 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 2026, Chapter 71, Section 48, Paragraph 439, 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. **26-K3074** ("**Project**") 6/30/2028 ("**Reversion Date**"). Laws of 2026, Chapter 71, Section 48, Paragraph 439, Forty Four Thousand Dollars and Zero Cents, $44,000.00, to purchase and equip mobile repeaters for marshal's office vehicles in Magdalena in Socorro county;.

B. Grantee's total reimbursements shall not exceed $44,000.00 Forty Four Thousand Dollars and Zero Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, $0.00 No Dollars and No Cents, which equals $44,000.00 Forty Four Thousand Dollars and Zero Cents ("**Adjusted Appropriation Amount**").

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

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

II. DISBURSEMENT LIMITATION

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

a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
b. The total amount received by Grantee shall not exceed the lesser of:
    i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    ii. If no oversight entity is required to approve the transaction, the LOCAL GOVERNMENT DIVISION'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:	Michael Thompson
Title:	Mayor
Address:	PO Box 145, 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:	PO Box 145, 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.

Department: DFA/Local Government Division
Name: Daniel Catanach
Title: Grant Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501
Email: DanielN.Catanach@dfa.nm.gov
Telephone: (505) 231 - 6090

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, Village of Magdalena may immediately terminate this Agreement by giving Contractor written notice of such termination.
   c. The Village of Magdalena'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 Village of Magdalena or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the Village of Magdalena or the State LOCAL GOVERNMENT DIVISION."

XVII. REQUIRED TERMINATION CLAUSE

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

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

XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

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

   a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a

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

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

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

XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS

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

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

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

proceed sufficiently.

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

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

XX. GENERAL PROVISIONS

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

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

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

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

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

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

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

H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

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

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

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

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

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

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

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

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

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

Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

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

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

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

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

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

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

APPROVED BY DEPARTMENT:

Cabinet Secretary or Designee:

Signature | Date

Chief Financial Officer or Designee:

Signature | Date

Local Government Division Director or Designee:

Signature | Date

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office:

Signature | Date

APPROVED BY GRANTEE:

Village of Magdalena
Entity Name

Official with Authority to Bind Grantee:

Signature

(Print Name) (Title)

Date

Fiscal Officer or Chief Financial Officer:

Signature

(Print Name) (Title)

Date

As To Legal Form And Sufficiency

Signature

(Print Name) (Title)

Date

EXHIBIT A

Request for Payment Form and Certification

STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit A

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: ______________________

B. Address: ______________________
(Complete Mailing, including Suite, if applicable)
____
City, State, Zip

C. Contact Name/Phone #: ______________________

D. Grant No: ______________________

E. Project Title: ______________________

F. Grant Expiration Date: ______________________

II. Payment Computation

A. Payment Request No. ______________________

B. Grant Amount: $ 0.00

C. AIPP Amount (*If Applicable*): $ 0.00

D. Funds Requested to Date: $ 0.00

E. Amount Requested this Payment: ______________________

F. Reversion Amount (*if applicable*): $ 0.00

G. Grant Balance: $ 0.00

H. ☐ Final Request for Payment (*if applicable*)

III. Fiscal Year : 2026 (July 1, 2025-June 30, 2026)

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

IV. Certifications

☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
c. Submission of supporting documentation as required by the Agreement.
d. Maintenance of all necessary records and documentation as stipulated in the Agreement.

☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.

☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

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

____
Printed Name

Date: ______________________

____
Grantee Representative

____
Printed Name

Date: ______________________

(State Agency Use Only)

Vendor Code: __________ Fund No.: __________ PO # __________ Loc No.: __________

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

____
ASD Officer Date

____
Division Grant Manager Date

Revised 7/2025

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EXHIBIT B

Notice of Department's Obligation Form

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT B

Notice of Obligation to Reimburse Grantee # ___________

DATE: ____________________________

TO: Department Representative: ____________________________, Grant Manager

FROM: Grantee Entity: ____________________________

Grantee Official Representative: ____________________________

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: ____________________________

Grant Termination Date: ____________________________

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

Vendor or Contractor: ____________________________

Third Party Obligation Amount: ____________________________

Vendor or Contractor: ____________________________

Third Party Obligation Amount: ____________________________

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

Grant Amount (Minus AIPP if applicable): ____________________

The Amount of this Notice of Obligation: ____________________

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

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

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

Department Rep. Approver: ____________________________

Title: Grant Manager

Signature: ____________________________

Date: ____________________________

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

Revised 7/2025

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EXHIBIT C

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

OPTIONAL EXHIBIT C
SPECIAL CONDITIONS

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

This Capital Outlay Special Grant Condition(s) **Exhibit C** is necessary pursuant to § 6-3b-1 et seq., NMSA 1978 (Public Finance Accountability Act) and MAPS Fin 9.2, due to the Grantees' material weaknesses, significant deficiencies, or findings that raised concerns as to the ability to expend grant funds in accordance with applicable law in the organization's FY[20XX] audit. The Special Conditions identified below apply to the authorized agent, [insert the Grantee or Fiscal Agent name].

Procurement - All purchases or contracts the Grantee enters that shall use funding from the Department capital appropriations grant must be approved by the Department prior to the initiation of implementing purchasing documents. The Grantee shall receive such prior approval via official correspondence from the Department, which may be through letter or email. The Grantee shall submit the following to the Department in pursuit of prior approval: purchasing policies and procedures, CFO certification, documentation of management and program approval, policies and procedures governing purchasing and contracting, a copy of the current procurement and contracting policies, and documentation regarding informing staff responsible for purchasing and contracting on such policies and procedures.

Budget - Provide documentation of approval of your current budget from DFA Local Government or other authoritative agency. Provide policies and procedures on who is responsible for and how annual budgets (expenditures and revenue) are established, monitored and adjusted. Provide a corrective action plan on how budget issues identified in your audit will be/have been addressed. Also include documentation on how staff responsible for budgeting is informed on budget policies and procedures.

Capital Assets - Provide a complete list of inventory including inventory control numbers and current location. Provide policies and procedures on capital assets and inventory and specify how the proposed purchased items will be included, tagged, and tracked in capital asset inventory. Also include documentation on how staff responsible for capital assets is informed on capital asset policies and procedures.

Travel and Per Diem - Provide policies and procedures on travel and per diem. Also include how staff who travel and those responsible for travel reimbursement are informed on travel and per diem policies and procedures.

Timely Audits – Provide policies and procedures on annual audits. Provide documentation on how and who is responsible for insuring that annual audits are completed timely. Also include documentation on how staff responsible for the annual audit is informed on audit policies and procedures.

Cash Management – policies and procedures on cash management of federal funds. Provide procedures used to draw and disburse federal funds. Provide procedures to reconcile draw amounts, deposits and disbursements; and to prepare federal cash reporting documents to ensure compliance with federal regulations.

The <Grantee> was required to, and has provided sufficient documentation regarding [insert specific names of the Special Condition(s)], as referenced in the <Grantee>'s [20XX] Audit file. Therefore, the criteria to enter into this agreement have been met.

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EXHIBIT D

Project Budget Worksheet *

*(Provided separately when grant agreement issued to Grantee)

[THIS SPACE LEFT BLANK INTENTIONALLY]

EXHIBIT E

Data Sharing Provisions

Exhibit E

Data Sharing Provisions for New Mexico Capital Outlay Agreements

I. Introduction:

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

II. Definitions:

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

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

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

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

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

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

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

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

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

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

III. Purpose:

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

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data analysis from various sources.

IV. Use of Information:

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

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

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

V. Safeguarding Information:

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

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

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

VI. Re-Disclosure of Information:

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

VII. Ownership of Information:

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