QUAY COUNTY GOVERNMENT

300 South Third Street
P.O. Box 1246
Tucumcari, NM 88401
Phone: (575) 461-2112
Fax: (575) 461-6208

AMENDED
AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
September 5, 2014

9:00 A.M. Call Meeting to Order
Pledge of Allegiance
Approval of Minutes-Regular Session August 25, 2014
Approval/Amendment of Agenda

Public Comment

Ongoing Business-None

New Business

I. GiGi Parker, on behalf of the National Society of Daughters of the American Revolution

- Request Adoption of Proclamation for Constitution Week September 17-23, 2014

II. Janie Hoffman, Quay County Assessor

- Request Approval of Order Setting Property Tax Rates for the 2014 Property Tax Year
- Request Approval of 2014-2015 Resolution No. 16 Supporting the 2015 Legislative Priorities of New Mexico Association of Counties

III. Donald Adams, Quay County Fire Marshal

- Request Approval for Bard Endee Fire to apply for funding through the EMS Fund Act Special Project
- Request Approval for Rural I and Forrest Fire Departments to apply for funding through Fire Protection Grants

DOC #CM-00346
09/23/2014 08:47 AM Doc Type: COCOM
Fee:(No FieldTag Finance TotalFees found) Pages: 30
Quay County, NM Veronica Marez, County Clerk

IV. Larry Moore, Quay County Road Superintendent

- Road Update

V. Richard Primrose, Quay County Manager

- Request Approval of Fund 892 Capital Appropriation Project Agreement for the Detention Center Roofing Project
- Correspondence

VI. Request Approval of Accounts Payable

VII. Other Quay County Business That May Arise During the Commission Meeting and/or Comments from the Commissioners

Adjourn

Lunch- Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

September 5, 2014

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 5th of September 2014 at 9:00 a.m. at the Commission Chamber, Tucumcari, New Mexico for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:
Sue Dowell, Member
Mike Cherry, Member
Richard Primrose, County Manager
Veronica Marez, Quay County Clerk

OTHERS PRESENT:
Cheryl Simpson, Quay County Manager's Office
Russell Braziel, KQAY Radio Station
Larry Moore, Quay County Road Supervisor
Nathan Wallace, Quay County Resident
Becky Wallace, Quay County Family Health Clinic Administrator
Gigi Parker, National Society of Daughters of the American Revolution
Janie Hoffman, Quay County Assessor
Donald Adams, Quay County Fire Marshal

The meeting was called to order by Commissioner Cherry. Larry Moore led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the August 25, 2014 regular commission meeting. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the agenda. MOTION carried. ROLL CALL; Dowell voting "aye", Cherry voting "aye".

PUBLIC COMMENT: None

ONGOING BUSINESS: None

OLD BUSINESS: None

NEW BUSINESS:

Gigi Parker, on behalf of the National Society of Daughters of the American Revolution, requested Adoption of Proclamation for Constitution Week September 17-23, 2014. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said Proclamation. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye". Copy of said Proclamation is attached and made a part of these minutes.

Dennis Roch, State Representative joined the meeting. Time noted 9:05

Janie Hoffman, Quay County Assessor requested approval of Order Setting Property Tax Rates for the 2014 Property Tax year. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve Order Setting Property Tax Rates. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye". Copy of said Tax Rates is attached and made a part of these minutes.

Requested approval of 2014-2015 Resolution No. 16 Supporting the 2015 Legislative Priorities of New Mexico Association of Counties. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve said Resolution. MOTION carried. ROLL CALL; Dowell voting "aye", Cherry voting "aye". Copy of said Resolution is attached and made a part of these minutes.

Donald Adams, Quay County Fire Marshal Requested Approval for Bard Endee Fire Department to apply for funding through the EMS Fund Act Special Project. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve applying for funding. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye".

Requested Approval for Rural I and Forrest Fire Departments to apply for funding through Fire Protection Grants. A MOTION was made by Mike Cherry, SECONDED Sue Dowell to approve applying for funding. MOTION carried. ROLL CALL; Dowell voting "aye", Cherry voting "aye".

Larry Moore, Quay County Road Superintendent presented the following report.

1. Crews are completing 2.3 miles of Coop Project.
2. MAC truck is down and cost to repair is $10,000.00.
3. New Mexico DOT District 4 Statewide Plan, Freight Worshop in Tucumcari Convention Center September 12, 2014, 10 am-noon.
4. Crews removing sand on Quay Road AG
5. Crews cutting trees and preparing to begin School Bus Project in San Jon.
6. Environmental Department is requiring Quay County to get a Biological and Cultural Resource Survey on Route 66 before beginning project.
7. Crews bladed 11.30 miles.

Richard Primrose gave the following County Manager's Report:

1. Requested approval of Fund 892 Capital Appropriation Project Agreement for the Detention Center Roofing Project. A MOTION was made by Sue Dowell, SECONDED Mike Cherry to approve said Agreement. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye". Copy of said Agreement is attached and made a part of these minutes.

CORRESPONDENCE:

1. Primrose received a report from Patsy Gresham identifying monies expended for the period between July 1, 2014 and the end of August 2014.
2. Fired Up Event will be held September 27, 2014.
3. Primrose reported hail damage on the roof of the Quay County Health Office to the Insurance Company.
4. Daniel Trujillo, Quay County Auditor would like to have an Exit Conference next Thursday or Friday with Commissioners.

Dennis Roch, State Representative informed the Commissioners that the County has previously approached Capital Outlay Funding for windows at the Trigg Memorial Hospital. There was a break down with DFA because of the lease agreement. It is County owned property but privately ran and maintained. The County needs to request reauthorization of these funds. The deadline was missed last year, Representative Roch wants to make sure we are ahead of the curve going into the next Legislative session in January.

Commissioner Cherry requested for the reauthorization to be put on the agenda for the next Commission meeting.

CHECKS WERE REVIEWED.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the expenditures as presented. MOTION carried. ROLL CALL; Dowell voting "aye", Cherry voting "aye". A copy of the expenditure report is attached and made a part of these minutes.

Under Other Business That May Arise During the Commission Meeting and/or Comments from the Commissioners. NONE

There being no further business, a MOTION was made by Sue Dowell, SECONDED by Mike Cherry to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for September 22, 2014 unless sooner called. The Commissioners announced they would be having lunch at the Pow Wow and all those in attendance were invited. MOTION carried. ROLL CALL; Cherry voting "aye", Dowell voting "aye". Time noted 10:00 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

Brad Bryant, Chairman

Sue Dowell, Member

Mike Cherry, Member

ATTEST:

Veronica Marez, Quay County Clerk

Proclamation

WHEREAS, September 17, 2014 marks the Two Hundred and Twenty Seventh anniversary of the adoption of the Constitution of the United States of America by the Constitutional Committee, and

WHEREAS, to accord official recognition to this memorable anniversary, and to the patriotic exercise that will form a noteworthy feature of the occasion, seems fitting and proper, and

WHEREAS, Public Law No. 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17th through 23rd as Constitution Week;

NOW, THEREFORE, in accordance with this tradition, I hereby designate the period of September 17 – 23, 2014 as:

CONSTITUTION WEEK

In the County of Quay, and urge all citizens to pay special attention during this week to our Federal Constitution and the advantages of American Citizenship.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the County of Quay to be affixed this 5th day of September, 2014.

Brad Bryant, Chairman
Board of Quay County Commission
ACTING - CHAIR

ATTEST:

Veronica Marez, County Clerk

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
QUAY COUNTY
TAX YEAR 2014
NET TAXABLE VALUE:

$176,769,255

MUNICIPALITY:	Tucumcari	Tucumcari			House	House			Logan	Logan	
TAXABLE VALUE:	28,053,024	36,725,994	15,919,680	17,430,119	465,512	341,665	1,560,377	3,867,246	19,155,281	9,447,221	3,291,556
CATEGORY:	1 IN R	1 IN NR	1 OUT R	1 OUT NR	19 IN R	19 IN NR	19 OUT R	19 OUT NR	32 IN R	32 IN NR	32 OUT R
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
Total State	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational	8.476	10.350	8.476	10.350	8.476	10.350	8.476	10.350	8.476	10.350	8.476
County Debt Service											
Quay County Hospital	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500
Total County	9.976	11.850	9.976	11.850	9.976	11.850	9.976	11.850	9.976	11.850	9.976
Municipal Operational	4.591	7.650	0.000	0.000	4.379	7.650	0.000	0.000	7.650	6.774	0.000
Municipal Debt Service	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Municipal	4.591	7.650	0.000	0.000	4.379	7.650	0.000	0.000	7.650	6.774	0.000
School District Operational	0.337	0.500	0.337	0.500	0.407	0.450	0.407	0.450	0.500	0.478	0.500
School District Debt Service	7.162	7.162	7.162	7.162	3.969	3.969	3.969	3.969	4.612	4.612	4.612
School Dist. Cap. Improvement	1.948	2.000	1.948	2.000	1.984	1.805	1.984	1.805	2.000	1.913	2.000
House Bill 33, School Building	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
School Dist. Ed. Tech. Debt Svc	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total School District	9.447	9.662	9.447	9.662	6.361	6.225	6.361	6.225	7.112	7.003	7.112
Total State, County, Municipal, & School District	25.374	30.522	20.783	22.872	22.076	27.085	17.697	19.435	26.098	26.987	18.448
Other:											
Mesalands Community College	2.013	3.000	2.013	3.000	TO: TAVS, PO Box 1143 Tucumcari, NM 88401						
Total Other	2.013	3.000	2.013	3.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
GRAND TOTAL	27.387	33.522	22.796	25.872	22.076	27.085	17.697	19.435	26.098	26.987	18.448

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	10.000
Horses/Asses/Mules	10.000

Ute Lake Ranch PID#2 Operational Rate 3.000
Ute Lake Ranch PID#2 Debt Levy Rate 10.80

Arch Hurley Conservancy District:
$13.00 Assessment/Acre Class "A" Property
5.268 Mills Ad Valorem Tax/assessed value Class "B" Property

(1) To Grady Board of Education
(2) To Logan Board of Education
(3) To Melrose Board of Education

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
QUAY COUNTY
TAX YEAR 2014
NET TAXABLE VALUE:

$176,769,255

MUNICIPALITY:		**San Jon**	**San Jon**						
TAXABLE VALUE:	10,844,625	870,101	1,449,056	2,114,570	9,770,805	301,315	508,842	918,976	6,464,589
CATEGORY:	32 OUT NR	34 IN R	34 IN NR	34 OUT R	34 OUT NR	23/47 R	23/47 NR	33 R	33 NR
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
Total State	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational	10.350	8.476	10.350	8.476	10.350	8.476	10.350	8.476	10.350
County Debt Service									
Quay County Hospital	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500	1.500
Total County	11.850	9.976	11.850	9.976	11.850	9.976	11.850	9.976	11.850
Municipal Operational	0.000	5.685	6.795	0.000	0.000	0.000	0.000	0.000	0.000
Municipal Debt Service	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Total Municipal	0.000	5.685	6.795	0.000	0.000	0.000	0.000	0.000	0.000
School District Operational	0.478	0.382	0.500	0.382	0.500	0.469 (1)	0.500 (1)	0.500 (2)	0.478 (2)
School District Debt Service	4.612	4.652	4.652	4.652	4.652	6.262 (1)	6.262 (1)	4.612 (2)	4.612 (2)
School Dist. Cap. Improvement	1.913	1.987	2.000	1.987	2.000	1.880 (1)	2.000 (1)	2.000 (2)	1.913 (2)
House Bill 33, School Building	0.000	0.000	0.000	0.000	0.000	0.000 (1)	0.000 (1)	0.000 (2)	0.000 (2)
School Dist. Ed. Tech. Debt Svc .	0.000	0.000	0.000	0.000	0.000	0.000 (1)	0.000 (1)	0.000 (2)	0.000 (2)
Total School District	7.003	7.021	7.152	7.021	7.152	8.611	8.762	7.112	7.003
Total State, County, Municipal, & School District	20.213	24.042	27.157	18.357	20.362	19.947	21.972	18.448	20.213
Other:									
Mesalands Community College									
Total Other	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
GRAND TOTAL	**20.213**	**24.042**	**27.157**	**18.357**	**20.362**	**19.947**	**21.972**	**18.448**	**20.213**

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	10.000
Horses/Asses/Mules	10.000

CERTIFICATE OF PROPERTY TAX RATES IN MILLS
QUAY COUNTY
TAX YEAR 2014
NET TAXABLE VALUE:

$176,769,255	OIL & GAS			
MUNICIPALITY:	Production	Equipment		
TAXABLE VALUE:	3,299,266	611,019	833,172	2,525,244
CATEGORY:	32/33	33	53 R	53 NR
State Debt Service	1.360	1.360	1.360	1.360
Total State	1.360	1.360	1.360	1.360
County Operational	10.350	10.350	8.476	10.350
County Debt Service				
Quay County Hospital	1.500	1.500	1.500	1.500
Total County	11.850	11.850	9.976	11.850
Municipal Operational	0.000	0.000	0.000	0.000
Municipal Debt Service	0.000	0.000	0.000	0.000
Total Municipal	0.000	0.000	0.000	0.000
School District Operational	0.500 (2)	0.500 (2)	0.447 (3)	0.500 (3)
School District Debt Service	4.612 (2)	4.612 (2)	3.916 (3)	3.916 (3)
School Dist. Cap. Improvement	2.000 (2)	2.000 (2)	1.923 (3)	2.000 (3)
House Bill 33, School Building	0.000 (2)	0.000 (2)	0.000 (3)	0.000 (3)
School Dist. Ed. Tech. Debt Svc	0.000 (2)	0.000 (2)	0.000 (3)	0.000 (3)
Total School District	7.112	7.112	6.287	6.416
Total State, County, Municipal, & School District	20.322	20.322	17.623	19.626
Other:				
Mesalands Community College				
Total Other	0.000	0.000	0.000	0.000
GRAND TOTAL	**20.322**	20.322	**17.623**	**19.626**

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	10.000
Horses/Asses/Mules	10.000

QUAY COUNTY
2014-2015
Resolution No. 16

A Resolution Supporting the 2015 Legislative Priorities of the New Mexico Association of Counties

WHEREAS, in August 2014, the Board of Directors of the New Mexico Association of Counties approved eight legislative priorities for consideration by the New Mexico Legislature at its 2015 regular legislative session; *and*

WHEREAS, NMAC has requested that the Board of County Commissioners in each of the state's 33 counties adopt a resolution supporting NMAC's legislative priorities; *and*

WHEREAS, this is an important step in assuring maximum understanding of, and support for, NMAC's legislative priorities at the county level; *and*

WHEREAS, the adoption of such resolutions will enable NMAC to demonstrate to the state legislature local and statewide support for NMAC's legislative priorities; *and*

WHEREAS, the legislative priorities include support for legislation on the following eight issues:

- **Safety Net Care Pool**
  Remove counties' responsibility to fund Medicaid, and the Safety Net Care Pool, and consider the consolidation of some existing county local option gross receipts tax increments. (Health Care Policy Committee)

- **Keep Southwest Chief /Amtrak Service**
  Support continuation of Amtrak's SW Chief and create reasonable funding alternatives. (Commissioners)

- **Tax Roll Corrections**
  Authorizes the County Treasurer in conjunction with the County Assessor to make changes to the tax schedule and clarifies the authority and reasons necessary for tax schedule changes to correct obvious errors. (Assessors)

- **Delinquent Property Tax Payments**
  Authorize County Treasurers to receive all payments of property taxes, including those turned over to the Property Tax Division of the Taxation & Revenue Department for collection and placed on installment agreements. (Treasurers)

- **Increase Detention Facilities Funding**
  Restore County Detention Facilities Reimbursement Act funding. (Detention Administrators)

- **Job Creation and IRB Act Improvement**
Allow counties to increase economic growth and job creation by expanding the list of projects eligible for an IRB, and removing the complaint process for certain IRB projects. (Managers and Executive Committee)

- **Public Lands Task Force (Memorial)**
Create a task force to evaluate state and county dependence on federal revenue, conduct an inventory of federal land ownership within the state, and study the legal, economic and practical impact of a potential transfer of certain public lands from the federal government to the state. (Public Lands & Natural Resources Policy Committee)

- **Inmate Options (Memorial)**
Study housing options and service delivery for detention inmates with special medical and mental health needs. (Commissioners)

NOW, THEREFORE, BE IT RESOLVED that the Quay County Board of County Commissioners does hereby support the legislative priorities of the New Mexico Association of Counties as set forth above, and urges that legislation incorporating these priorities be enacted by the state legislature during its 2015 regular legislative session.

ADOPTED this 5th of September, 2014.

BOARD OF COUNTY COMMISSIONERS
OF QUAY COUNTY, NEW MEXICO

Brad Bryant, Chair, District #3 For/Against

Sue Dowell, District #1 For/Against

Mike Cherry, District #2 For/Against

ATTEST:

Veronica Marez
County Clerk

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 892 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this ____day of _____, 20__, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and County of Quay, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

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

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

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

14-L-1965
$186,000.00 APPROPRIATION REVERSION DATE: June 30, 2018
Laws of 2014, Chapter 66, Section 22/154, One Hundred Eighty Six Thousand Dollars and No Cents $186,000.00 to replace the roof and make related renovations on the county detention center in Tucumcari in Quay county.

The Grantee's total reimbursements shall not exceed the appropriation amount One Hundred Eighty Six Thousand Dollars and No Cents $186,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, No Dollars and No Cents ($0.00), which equals One Hundred Eighty Six Thousand Dollars and No Cents ($186,000.00) (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I (A) is referred to collectively throughout the remainder of this Agreement as the "Project Description. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

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

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.
[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or
b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

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

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

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

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

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

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee:	County of Quay
Name:	Richard Primrose
Title:	County Manager
Address:	P.O. Box 1246, Tucumcari, NM 88401
Email:	Richard.Primrose@quaycounty-nm.gov
Telephone:	575-461-2112
FAX:	575-461-6208

Department:	DFA/Local Government Division
Name:	Ms. Ruth Lommel
Title:	Project Manager
Address:	Bataan Memorial Bldg, Rm 202, Santa Fe, New Mexico, 87501
Email:	ruth.lommel@state.nm.us
Telephone:	505-827-4978
FAX:	505-827-4948

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

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2018 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs,

the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V (B).

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and

(ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

D. Corrective Action Plan in the Event of Suspension

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

corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The

Paperless Final Report along with a Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. 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. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

(i) The Grantee must submit one original and one copy of each Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

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

(i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party

contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed $25,000; or

(ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or

(iii) Twenty (20) days from date of Early Termination; or

(iv) Twenty (20) days from the Reversion Date.

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

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).

(ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to

Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

(iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or

responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

C. The Grantee shall make all Project records available to the Department of Finance and Administration and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

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

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the County of Quay may immediately terminate this Agreement by giving Contractor written notice of such termination. The County of Quay's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the County of Quay or the Department of Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the County of Quay or DFA/LGD."

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

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

"This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (DFA/LGD) Grant

Agreement. Should the DFA/LGD early terminate the grant agreement, the County of Quay may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the County of Quay only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

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

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

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

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

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

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

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently

imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

_____
Signature of Official with Authority to Bind Grantee

By: MIKE CHERRY
(Type or Print Name)

Its: VACTING CHAIR
(Type or Print Title)

_____
Date

STATE OF NEW MEXICO)
)ss
COUNTY OF Quay)

The foregoing instrument was acknowledged before me this 5 day of September, 20 14,
by Mike Cherry

seal Notary Public
My Commission Expires: 12/16/2017

DEPARTMENT OF FINANCE AND ADMNISTRATION
LOCAL GOVERNMENT DIVISION

_____
By: Wayne Sowell
Its: Director

_____
Date

STATE OF NEW MEXICO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____,
by _____

seal Notary Public
My Commission Expires: _____

STATE GRANT [illegible]
CAPITAL GRANT PROJECT
PAPER PERIODIC/FINAL REPORT
EXHIBIT [illegible]

☐ **PERIODIC REPORT** ☐ **FINAL REPORT**

Grantee: _____

Project Number: _____ **Reporting Period:** _____

1. Please provide a detailed status of project referenced above.

   A. Third Party Obligations
   Purchase Order or Contract # _____

   Name of Contractor or Vendor: _____

   Amount of Third Party Obligation: _____

   Date Executed: _____

   Termination Date: _____

   B. Project Phase
   Bonds Sold ☐ Plan/Design ☐ Bid Documents ☐ Construction ☐
   (provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

   Total Amount of all Notices of Obligation to Reimburse: _____

   Total Grant Amount Expended by Grantee to Date: _____

   Grant Balance as of this Date: _____

   Amount of Other Unexpended Funding Sources: _____

☐ **PERIODIC REPORT**
I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

☐ **FINAL REPORT**
I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

_____ _____
Grantee Representative/Title Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 2

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

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

_____
City State Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Grant Amount: _____

B. AIPP Amount (If Applicable) _____

C. Funds Requested to Date: _____

D. Amount Requested this Payment: _____

E. Grant Balance: $0.00

F. ☐ GF ☐ GOB ☐ STB (attach wire if 1st draw)

G. Payment Request No. _____

III. Fiscal Year Expenditure Period Ending:

(check one)

(Jan-Jun) ☐
(Jul-Dec) ☐

Fiscal Year

IV. 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 Fiscal Officer
or Fiscal Agent (if applicable)

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this_____day
of_____, 20_____

Notary Public _____
My Commission expires _____

Grantee Representative

Printed Name
Date: _____

SWORN TO AND SUBSCRIBED
before me on this_____day
of_____, 20_____

Notary Public _____
My Commission expires _____

(Department Use Only)

Vendor Code: _____

Loc No.: _____

Fund No.: _____

Division Fiscal Officer Date

I certify that the Grantee financial and vendor file information agree with the above submitted information

Division Project Manager Date

I certify that the Grantee records and related appropriation laws agree with the above submitted information.

STATE OF NEW MEXICO
CAPITAL GRANT AGREEMENT
NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT A

DATE: _____

TO: **Grantee Representative:** _____

FROM: **Department Representative:** _____

SUBJECT: **Notice of Obligation to Reimburse Grantee**

Project Number: _____

As the designated representative of the Department for Grant Agreement number 13-L-1661 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:

Third Party Obligation (includes purchase orders and contract) #: _____
Vendor or Contractor: _____

Third Party Obligation Amount: _____
Termination Date: _____

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 adjusted for AIPP if applicable: _____

The Amount of this Notice of Obligation to Reimburse: _____

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

The Total Amount of all Notices of Obligation to Reimburse as of this Date:

_____

Department Representative: _____

Title: _____

Signature: _____

Date: _____