



VILLAGE OF MAGDALENA

PO BOX 145, MAGDALENA, NM 87825

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WWW.VILLAGEOFMAGDALENA.COM

AGENDA

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

MONDAY, JULY 12, 2021

VILLAGE HALL 108 N. MAIN STREET 5:00 PM

PURSUANT TO PUBLIC HEALTH ORDER DATED JUNE 30, 2021 ALL UNVACCINATED INDIVIDUALS ARE REQUIRED TO WEAR MASKS AND CONTINUED SOCIAL DISTANCING IS ENCOURAGED.

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

<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES
 - a. REGULAR MEETING- JUNE 28, 2021
6. APPROVAL OF CASH BALANCE REPORT
7. APPROVAL OF BILLS
8. MAYOR'S REPORT
9. CLERK'S REPORT
10. DEPARTMENT REPORTS
 - a. EMS
 - b. FIRE
 - c. MARSHAL
 - d. JUDGE
 - e. PUBLIC WORKS
 - f. LIBRARY
11. DISCUSSION & POSSIBLE DECISION REGARDING AMERICAN RESCUE FUNDING
12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF SOUTH CENTRAL COUNCIL OF GOVERNMENT RESOLUTION NO. 2021-08
13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY RESOLUTION NO. 2021-09
14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF SOCORRO COUNTY DWI PROGRAM MEMORANDUM OF UNDERSTANDING

15. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF JOINT POWERS AGREEMENT, NEW MEXICO MUNICIPAL LEAGUE, NEW MEXICO SELF INSURERS FUND

16. DISCUSSION & POSSIBLE DECISION REGARDING CONTINUING BOARD MEETINGS ON ZOOM

17. PUBLIC INPUT – 1 TOPIC PER PERSON - 3 MINUTE LIMIT

PUBLIC COMMENT MAY BE MADE IN PERSON OR VIA EMAIL (IF LESS THAN 3 MINUTES). EMAIL COMMENTS MAY BE MADE BY EMAILING COMMENTS TO: clerk@villageofmagdalena.com and/or mayor@villageofmagdalena.com THE DEADLINE FOR WRITTEN PUBLIC COMMENTS TO BE RECEIVED IS MONDAY, JULY 12, 2021 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

18. ADJOURNMENT

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

DRAFT

MINUTES OF THE REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES HELD MONDAY JUNE 28, 2021 AT 5:00 PM

PURSUANT TO THE PUBLIC HEALTH ORDER DATED January 29, 2021, LIMITING PUBLIC GATHERINGS IN THE STATE, THE FOLLOWING MEETING ATTENDANCE CAPACITY RULES APPLY:

****RED LEVEL** - (very high risk): the meeting will not be physically open to the public. Members of the public may attend and listen to the meeting via Zoom or Facebook.

****YELLOW LEVEL** - (high risk): the meeting is limited to 10 members of the public, inclusive of public officials & employees. Admission will be on a first come first serve basis. All other members of the public may attend and listen to the meeting via Zoom or Facebook.

****GREEN LEVEL** - (medium risk): the meeting is limited to 20 members of the public, inclusive of public officials & employees. Admission will be on a first come first serve basis. All other members of the public may attend and listen to the meeting via Zoom or Facebook.

****TURQUOISE LEVEL** - (medium risk): the meeting will be open to the public. Members of the public may also attend and listen to the meeting via Zoom or Facebook.

ALL OTHER PUBLIC HEALTH ORDER COVID-19 REQUIREMENTS AND FIRE MARSHAL CAPACITY LIMITS APPLY.

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

<https://us02web.zoom.us/j/4861155997?pwd=V0V6SERBNVdGNDNPaE1ZdWp1N004UT09>

Meeting ID: 486 115 5997

Passcode: MAGDALENA

Mayor Richard Rumpf called the meeting to order at 5:00 p.m.

PRESENT: Mayor Richard Rumpf, Trustee Clark Brown, Francesca Gutierrez- Clerk/Treasurer, Kathy Stout – Attorney

Participating via Video Conference: Trustees: Donna Dawson, James Nelson, Harvan Conrad

GUESTS: Carleen Gomez- Deputy Clerk

Mayor Richard Rumpf requested that all those present recite the Pledge of Allegiance.

APPROVAL OF AGENDA: Donna Dawson moved to approve the agenda, as presented. Harvan Conrad seconded. The motion carried.

APPROVAL OF MINUTES: Jim Nelson noted spelling corrections. Jim Nelson moved to approve the June 14, 2021 minutes, with corrections. Donna Dawson seconded. The motion carried.

APPROVAL OF CASH BALANCE REPORT: Donna Dawson moved to approve the cash balance report, as presented. Clark Brown seconded. The motion carried.

APPROVAL OF BILLS: Carleen Gomez- Deputy Clerk, asked to add the following additions: Central Region Educational \$204.55, Winstons Auto \$100.35, Galls \$1251.46. Donna Dawson moved to approve the bill list, with the additions. Jim Nelson seconded. The motion carried.

BILL LIST

Airgas USA	\$268.26
All Around Auto	\$89.25
Amazon Credit	\$1208.86
Galls	\$456.87
Konica Minolta	\$366.36
Public Safety Center	\$185.05
Rebecca Apodaca	\$25.00
Socorro Electric	\$3476.03
Vexus Fiber	\$66.15
Total	\$6141.83

MAYOR'S REPORT

Mayor Rumpf said the rain had done some street damage on Kelly Road and the crew is working on fixing it. Jim Nelson said it rained 2.8 inches on 6/27 and .25 so far on 6/28.

CLERK'S REPORT

Francesca Gutierrez had no report.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION 2021-06 AMENDED, NOTICE TO THE COUNTY CLERK OF 2021 MUNICIPAL ELECTIONS

Francesca said this was on the last agenda but needed the Position numbers added. This was requested by the County Clerk.

Donna Dawson moved to approve Resolution 2021-06, Amended, Notice to the County Clerk of the 2021 Municipal Elections. Clark Brown seconded.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Jim Nelson- AYE

Harvan Conrad-AYE

Donna Dawson-AYE

Clark Brown-AYE

The motion carried.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION 2021-07, NMDOT LGRF COOPERATIVE AGREEMENT CONTROL NO. L100493

Francesca said the last meeting the Trustees approved the agreement. This item is the Resolution to go with the agreement.

Donna Dawson moved to approve Resolution 2021-07, NMDOT LGRF Cooperative Agreement Control No. L100493. Clark Brown seconded.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Clark Brown-AYE

Donna Dawson-AYE

Harvan Conrad-AYE

Jim Nelson- AYE

The motion carried.

DISCUSSION & POSSIBLE DECISION REGARDING AMERICAN RESCUE FUNDING

Francesca said the Village will be receiving about \$200,000 from the State and the Village needs a plan on how to allocate the funds. The Mayor suggested spending it on water storage tanks. Francesca said it can be used for infrastructure, such as water, OT salaries for police, utility workers, monitoring well, upgrades to current well. The Mayor also suggested upgrading fiber optics into Village Hall. Harvan Conrad asked for a list of what it can be spent on.

Donna Dawson moved to postpone until next meeting. Jim Nelson seconded. Motion carried.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF ADDING BAY TO FIRE DEPARTMENT

The Mayor said he wants to add an additional bay to the Fire Department. He said there is already a foundation and will need to add the steel frame building with pro-panel sides. The preliminary cost is \$60,000 and is asking for permission to apply for a grant. He also said that the fire funds are being distributed different this year; the first in August and the second distribution in February instead of quarterly.

Donna Dawson moved to approve applying for a grant for adding a bay to the Fire Department. Harvan Conrad seconded. Motion carried.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF LODGERS TAX FUNDS FOR MAGDALENA CHAMBER OF COMMERCE

The Mayor said this is for an ad in the Defensor Chieftain for the parade in the amount of \$188.67. Donna Dawson asked if the ad says "Paid for by Magdalena Lodgers Tax". The Mayor said it does not.

A motion to approve the request was not made.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF LODGERS TAX FUNDS FOR INK/PAPER FOR ADVERTISING FOR VILLAGE EVENTS

The Mayor said this is for advertising for Village events, such as the Airport Fly In, Car Show and Christmas Parade. He said he will make sure it says "paid for by Magdalena Lodgers Tax".

Jim Nelson moved to approve \$200 for ink/ paper for advertising for Village events. Harvan Conrad seconded.

Clerk/ Treasurer Gutierrez requested a roll call vote:

Harvan Conrad-AYE

Clark Brown-AYE

Donna Dawson-AYE

Jim Nelson- AYE

The motion carried.

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, JUNE 28, 2021 AT 12:00 PM. EMAILED PUBLIC COMMENT MUST CONTAIN THE AUTHOR'S NAME AND PHYSICAL ADDRESS AND WILL BE ENTERED AND/OR READ INTO THE MEETING MINUTES.

There were no public comments.

Trustee Donna Dawson moved to adjourn the meeting at 5:20pm. Harvan Conrad seconded. The motion carried.

Respectfully Submitted,

Francesca Gutierrez
Clerk/Treasurer

Richard Rumpf
Mayor

Carleen Gomez

From: Jim Nelson <jcnelson@gilanet.com>
Sent: Thursday, July 8, 2021 5:01 PM
To: Carleen Gomez
Subject: EMS June report

6 calls in June. But I still haven't received either your report request or the meeting docs (don't know if sent out yet).

Jim

Magdalena Marshal's Office

<i>Monthly Report</i>	<u>Month: JUNE</u>	<u>Year: 2021</u>
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	8	PA 512.00 / 1 CA
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS		
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY		
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE		
PUBLIC SERVICE	15	
NM STATE POLICE		
SHERIFF'S OFFICE		
NM FISH & GAME		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests	2	
Misc. Cases	10	
<u>TOTALS:</u>	35	512

MAGDALENA MARSHAL DEPARTMENT**MONTHLY VEHICLE EXPENDITURE REPORT**

For the month of : JUNE Year: 2021

License Number: _ G93062

Make and Model: _ FORD EXPID.2015

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

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4	66890	67108	218	22.9	73.55			04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10								11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: _____ Amt.\$ _____
13								10
14								Invoice No.: _____ Amt.\$ _____
15	67108	67349	241	22.1	71.7			Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21								Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24	67349	67589	240	23.9	77.65			Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			699	68.9	222.9			

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

Signature: 

Title: MARSHAL

Magdalena Marshal's Office

Monthly Report	<u>Month: JUNE</u>	<u>Year: 2021</u>
	ID#:Mag-2	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	11	671
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS	2	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS		
JUVENILE CASES		
DOMESTIC CASES		
CRIMINAL DAMAGE / PROPERTY	1	
<u>ASSISTANCE CALLS:</u>		
AMBULANCE/FIRE	2	
PUBLIC SERVICE	2	
NM STATE POLICE		
SHERIFF'S OFFICE	1	
NM GAME & FISH		
NM LIVESTOCK BOARD		
US BORDER PATROL		
US FOREST SERVICE		
<u>OTHER:</u>		
ALARM CALLS		
FINGERPRINTING		
Driving Tests	1	
Misc. Cases		
<u>TOTALS:</u>	20	671



MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
For the month of : JUNE Year: 2021

License Number: G97490
Make and Model: CHEVY SILVERADO 1500

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

Date	Beginning Mileage	Ending Mileage	Miles Traveled	Fuel Gallons	Amount	Motor Oil Quarts	Amount	Maintenance Section
1								01 Chassis Maintenance
2	81095	81370	275	19.995	63.96			02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6	81370	81664	294	23.306	74.56			06 Lubrication
7								07 Miscellaneous
8								09 Tire Purchase
9								10 Tire Repair
10	81664	81940	276	21.568	69			11 Wash and Wax
11								(Attach Copy of Invoices)
12								Invoice No.: Amt.\$
13								
14	81940	82212	272	22.185	62.1			Invoice No.: Amt.\$
15	82212	82459	247	17.291	-48.4			Date
16								Invoice No.: Amt.\$
17								Code: Date:
18								Invoice No.: Amt.\$
19	82469	82754	285	22.2	71.91			Code: Date:
20								Invoice No.: Amt.\$
21								Code: Date:
22								Invoice No.: Amt.\$
23								Code: Date:
24								Invoice No.: Amt.\$
25								Code: Date:
26	82754	82977	223	19.162	62.07			Invoice No.: Amt.\$
27								Code: Date:
28								Invoice No.: Amt.\$
29								Code: Date:
30								Invoice No.: Amt.\$
31								
Totals			1872	128.416	403.6			

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

Signature:  Title: DEPUTY MARSHAL M2

6-15-21 - Out of Pocket
Total Including 145.707 gal / \$452.00

Librarian's Report June 2021

Days Open	21 (124 hours)	# of Volunteers	4
Days Closed	1 (6/19 Ivy personal leave)	Volunteer Hours	36
Total Visitors	595 (200 Frontier Festival, 395 other)		
Museum Visitors	63	New Library Cards	3

Events:

Number of Events:	13	People at Events:	285 (200 Frontier Festival + 85 other)
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Date:		# of People:
6/1	SRP Craft Time	4
6/3	FOL MTG	3
6/4	Kids Science Café	4
6/4	Code Club	5
6/8	SRP Craft Time	5
6/11	Code Club	3
6/12	Frontier Festival	200 (100 outside + 100 inside)
6/15	SRP Craft Time	8
6/18	Code Club	7
6/18	Tutoring	4
6/22	SRP Craft Time	12
6/24	NM Museum of Nat History	26
6/25	Tutoring	4

Circulation

PHYSICAL		DIGITAL	
# of Books	138	# of eBooks	52
# of DVDs	8		
# of Books on CD	50	# of Online Audio	55
Total Physical	196	Total Digital	107
Total Circulation	303		
ILL Processed	2 books + 2 DVDs = 4		

Computers/Wi-Fi

# Computer Sign ins	47 + 15 Code Club = 62	Avg. # Wi-Fi Users per day	20
Total Unique Wi-Fi Uses*	164	Avg. Usage per User	2.32

*Total Unique Wi-Fi Uses = How many distinct devices used the Wi-Fi– each device only counted once, regardless of days used.

Other:

The library went back to regular hours in June: Tues-Fri 11-5 & Sat 10-3. I am no longer requiring masks to be worn, but I still have them out and available for people if they want. I am still encouraging using hand sanitizer and social distancing. The bathrooms are still closed – I'm going to wait to open them after summer, when tourist season has calmed down. I still clean everything frequently and as needed.

Summer Reading Program started in June. Our theme is animals: "Tales and Tails." We have 30 kids signed up. Weekly Craft and Story Time is on Tuesdays from 11-12, with an average of about 6 kids attending (the actual number fluctuates). For big events, we had the NM Museum of Natural History come on 6/24 with a few activity stations. 16 kids and 8 parents attended. Coming up, Friday 7/9 is an outdoor movie night on the library deck. Explora is coming on 7/15. On the last Saturday in July, we'll have an End of Summer Reading party.

Code Club continued as normal in June. We did not meet 6/25, 7/2, or 7/9 because the Kid's Science Café is at a camp in Albuquerque. When they get back, we will resume. Per Francesca, I am no longer requiring anyone to wear a mask. But I do still keep the kids distanced and I sanitize their spaces before and after they leave. As always, kids are required to wash their hands (or use sanitizer) before and after computer use.

The NM State Library Annual Report opened on July 1st. The annual report doubles as the application for State Grants in Aid, one of my major outside funding sources. Completing the report is a requirement for that grant. The report closes the first week in August, but I'm hoping to complete it before then.

Maintenance: ZW told me that the siding for the west facing exterior wall will be replaced sometime in the next few weeks. The Utility guys reinstalled my swamp coolers either the last week of May or the first week of June. My thanks to them.

**Respectfully Submitted,
Ivy Stover,
Library Director**

MICHELLE LUJAN GRISHAM
GOVERNOR



DEBORAH K. ROMERO
CABINET SECRETARY

DONNIE J. QUINTANA
DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

Date: June 23, 2021

To: Local Government Non-Entitlement Units (NEUs)

From: Donnie Quintana, Director *Donnie Quintana*
Local Government Division

Re: American Rescue Plan Act – Local Fiscal Recovery Funds (“FRF”) Guidance Memo

On behalf of the Department of Finance & Administration-Local Government Division is pleased to provide the opportunity for “NEU’s” to request their respective distribution using the (“Request for Distribution Form”) in support of the American Rescue Plan Act.

The state received the “NEU” federal funds on June 16, 2021. The paragraphs below outline the Eligible Costs Timeframe, Award Terms and Conditions, Reporting Requirements, and link to the Request for Distribution Form. The state’s objective is to distribute each respective NEU’s fund within the thirty-day (30) allowance upon receipt of the funds from the Department of Treasury.

Eligible Costs Timeframe.

Your organization, as a recipient of an FRF award, may use FRF funds to cover eligible costs that your organization incurred during the period that begins on **March 3, 2021** and ends on December 31, 2024, as long as the award funds for the obligations incurred by **December 31, 2024** are expended by **December 31, 2026**. Costs for projects incurred by the recipient local government prior to March 3, 2021 are not eligible, as provided for in Treasury’s Interim Final Rule.

Recipients may use FRF award funds to provide assistance to households, businesses, and individuals within the eligible use categories described in Treasury’s Interim Final Rule for costs that those households, businesses and individuals incurred prior to March 3, 2021. For example:

- a. **Public Health/Negative Economic Impacts:** Recipients may use FRF award funds to provide assistance to households – such as rent, mortgage, or utility assistance –for costs incurred by the household prior to March 3, 2021, provided that the recipient local government did not incur the cost of providing such assistance prior to March 3, 2021.
- b. **Premium Pay:** Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.

- c. **Revenue Loss:** Treasury’s Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue begins with the recipient’s revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- d. **Investments in Water, Sewer, and Broadband:** Recipients may use FRF award funds to make necessary investments in water, sewer, and broadband. Recipients may use FRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the FRF award funds were incurred after March 3, 2021.

Award Terms and Conditions.

The Award Terms and Conditions of the FRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the FRF statute, the Uniform Guidance, and Treasury’s Interim Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

SAM.gov Requirements. All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) Treasury has stated that Non-Entitlement Units of Government (“NEUs”) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of the *mandatory reporting*.

Recordkeeping Requirements. Generally, your organization must maintain records and financial documents for **five years** after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions.

Single Audit Requirements. Recipients and subrecipients that expend more than **\$750,000** in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements.

Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds.

Reporting Requirements.

Recipient	Interim Report	Project and Expenditure Report	Recovery Plan Performance Report
The State of NM	By August 31, 2021, with expenditure summary by category.	By October 31, 2021, and then 30 days after the end of each quarter thereafter.	By August 31, 2021 and annual thereafter by July 31.
NEUs	Not required	By October 31, 2021 and then annually thereafter.	Not required

Annual Reporting.

NEUs are required to submit annual Project and Expenditures Reports. To facilitate reporting, each NEU will need a NEU Recipient Number. This is a unique identification code for each NEU assigned by the State to the NEU as part of its request for funding.

For these recipients, the initial Project and Expenditure Report will cover from the date of award to September 30, 2021 and must be submitted to Treasury by October 31, 2021. The subsequent annual reports will cover one calendar year and must be submitted to Treasury by October 31. The table below summarizes the report timelines as shown on pages 16 & 17 of the **SLFRF Compliance and Reporting Guidance** to include but not limited to a request of project status providing information on:

Project Status: Once a project is entered the recipient will be asked to report on project status each reporting period, in four categories:

- Not Started
- Completed less than 50 percent
- Completed 50 percent or more
- Completed

ACCESS TO FRF REQUEST FOR DISTRIBUTION FORM

To officially request your FRF Distribution, please complete the form located on link below in red:

FRF Request for Distribution form

Please download the following with your distribution form (attached):

- 1) Title VI Assurances
- 2) Non-entitlement Units Award Terms & Conditions

If your entity requires assistance in completing the form, please contact Carmen Morin of my staff at CarmenB.Morin@state.nm.us or (505) 470-8979.

Upon receiving the FRF Request for Disbursement form and attachments, each entity will be sent their award letter with instructions to return. The award letter must be signed by the official recipient representative (Mayor or designee) and recipient Chief Financial Officer (CFO).

If your entity would like to decline this federal funding, please see information below.

Decline Funding (Optional).

Each eligible NEU that declines funding must request a transfer to the State under Section 603(c)(4), the State will provide a form signed by the NEU, as detailed in the [Guidance on Distributions of Funds to Non-Entitlement Units of Local Government](#).

Additional information including the 2021-10283 Coronavirus State & Local Fiscal Recovery Funds-Federal Register, letter to Municipal Leaders-FRF Funds, FAQs, LGBMS template to include Fund 26000, and FY2022 Federal Relief Fund NEU (non-entitlement units) Distribution may be found on the DFA Local Government website at <https://www.nmdfa.state.nm.us/local-government/fiscal-recovery-funds-for-neus/>. New updates as provided by the U.S. Treasury will be added to the website as received.

Attachments include: FY2022 Federal Relief Fund NEU (non-entitlement units) Distribution; Title VI Assurances; SLFRF Compliance and Reporting Guidance; Title V Assurances; Non-entitlement Units Award Terms & Conditions, and Revenue Loss Calculator.



RESOLUTION NO. 2021-08

**APPROVING PARTICIPATION IN THE PROGRAM OF
THE SOUTH CENTRAL COUNCIL OF GOVERNMENTS, INC.
FOR FISCAL YEAR 2021-2022**

WHEREAS, Village of Magdalena (herein-after known as the "Member"), desires to be a participating member in the program and policy development for the South Central Council of Governments, Inc. (hereinafter known as "SCCOG"); and

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the SCCOG for the Member entered into, wherewith the SCCOG is agreeing to furnish the following:

- A. Implement the work program as established by the SCCOG Board of Directors for the 2021-2022 Fiscal Year.
- B. Provide the Member, when requested, with technical, grant program planning, economic development, strategic overall planning and management assistance.
- C. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- D. Provide information dissemination about statewide regional and community initiatives to foster greater coordination and efficiency of the programs.

WHEREAS, it is necessary to set forth the sum to be paid by the Member to the SCCOG as annual dues, thereby placing the Member with voting powers on the SCCOG Board of Directors, with an agreement to furnish the following:

- A. To participate, through their designated representative or alternate, in the SCCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the SCCOG Goals and Objectives, and the District Comprehensive Economic Development Strategy (CEDS).
- B. To pay to the SCCOG the sum of \$500.00 annual membership dues as payment of the aforementioned services for the period beginning July 1, 2021 and ending June 30, 2022.

C. The Member hereby appoints _____, as their designated representative and _____ as alternate.

NOW THEREFORE, BE IT RESOLVED THAT the Member and the SCCOG hereby mutually agree to the aforementioned provisions of this Resolution and Agreement.

DONE this 12nd day of July, 2021 at Magdalena, New Mexico.

Attestation:

Member Government

Clerk, or other Authorized Official

Signature of Authorized Official

Attest:

South Central Council of Governments, Inc.

Jay Armijo, Executive Director

Chairwoman, Nora Barraza



RESOLUTION NO. 2021-09

AUTHORIZING AND APPROVING SUBMISSION OF A COMPLETED APPLICATION FOR FINANCIAL ASSISTANCE AND PROJECT APPROVAL TO THE NEW MEXICO FINANCE AUTHORITY.

WHEREAS, the Village of Magdalena ("Governmental Unit") is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 ("Act"), and the Board of Trustees ("Governing Body") is authorized to borrow funds and/or issue bonds for financing of public projects for benefit of the Governmental Unit; and

WHEREAS, the New Mexico Finance Authority ("Authority") has instituted a program for financing of projects from the public project revolving fund created under the Act and has developed an application procedure whereby the Governing Body may submit an application ("Application") for financial assistance from the Authority for public projects; and

WHEREAS, the Governing Body intends to undertake acquisition, construction and improvement of purchasing new police vehicle ("Project") for the benefit of the Governmental unit and its citizens; and

WHEREAS, the application prescribed by the Authority has been completed and submitted to the Governing Body and this resolution approving submission of the completed Application to the Authority for its consideration and review is required as part of the Application.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE _____:

Section 1. That all action (not consistent with the provision hereof) heretofore taken by the Governing body and the officers and employees thereof directed toward the Application and the Project, be and the same is hereby ratified, approved and confirmed.

Section 2. That the completed Application submitted to the Governing Body, be and the same is hereby approved and confirmed.

Section 3. That the officers and employees of the Governing Body are hereby directed and requested to submit the completed Application to the Authority for its review, and are further authorized to take such other action as may be requested by the Authority in its consideration and review of the Application and to further proceed with arrangements for financing the Project.

Section 4. All acts and resolutions in conflict with this resolution are hereby rescinded, annulled and repealed.

Section 5. This resolution shall take effect immediately upon its adoption.

PASSES APPROVED AND ADOPTED this _____ day of _____, 2021.

GOVERNING BODY

By _____

Authorized Officer

(Seal)

ATTEST:

Authorized Officer

**SOCORRO COUNTY DWI PROGRAM
MEMORANDUM OF UNDERSTANDING
Magdalena Village Marshal's Office**

This agreement is made and entered into by and between the Socorro County DWI Program, herein after called **"SCDWI"** and the Magdalena Village Marshal's Office, hereinafter called the **"MVMO"**.

RECITAL

Whereas, The Local DWI Program has received Grant funds from the New Mexico Department of Finance and Administration, Local Government Division, herein referred to as **"DFA"** to provide a certain work; And The New Mexico Traffic Safety Bureau **"CDWI"**

Whereas, the terms of said grant require compliance with all applicable State laws, rules and regulations

Now therefore, the parties hereto do hereby mutually agree as follows:

SCOPE OF SERVICE

A. The MVMO agrees:

1. To attend the Socorro County DWI Planning Council meetings, which are held monthly on the third Wednesday of the month from 9am-10am
2. To provide DWI Enforcement during the terms of service ending June 30th 2022
3. To provide documentation of overtime hours (time sheets, copies and copies activity log).
4. To provide monthly reports of activities to include saturation patrols, number of officers worked, number of vehicles through the area, DWI arrests, open containers, under 21 possession/consumption and other citations issued.
5. To receive approval from the Socorro County DWI Planning Council prior to running any activity under this contract.
6. To limit scope of work to alcohol and where applicable Domestic Violence under the influence of alcohol.

B. The Socorro County DWI Program agrees:

1. To provide funding for DWI Over time Enforcement.
2. To promptly reimburse overtime funding requests.
3. To provide for reimbursement for overtime claimed.
4. To provide funding for underage drinking enforcement.

OVERTIME COMPENSATION

A total reimbursement of **no more than \$3,000. of overtime** will be made under this agreement, when accompanied by the required documentation.

To qualify for reimbursement, all requests must be made prior to June 30th 2022 and have prior approval from the Socorro County DWI Planning Council.

TERMS OF AGREEMENT

- A. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL THE DEPARTMENT OF FINANCE AND ADMINISTRATION HAS GIVEN ADMINISTRATIVE APPROVAL, AND SHALL BECOME FULLY EXECUTED UPON THE DATE OF THE LAST SIGNATOR. This Agreement shall terminate on **June 30, 2022** unless terminated pursuant to the paragraph below.

APPROPRIATIONS

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, this Agreement shall terminate immediately upon written notice being given by the Local DWI Program to the Contractor. The Local DWI Program's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Local DWI Program proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

TERMINATION

This agreement may be terminated by any of the following:

- A. By either of the parties provided that written notice is delivered to the other party at least thirty (30) days prior to the intended date of termination.
- B. If the MVMO is unable to carry out the work required under this agreement, the MVMO shall immediately notify Socorro County.
- C. By decision of the Socorro County DWI Program or its funding agency.

By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

CHANGES

The conditions of this agreement may be changed at any time by mutual agreement. Said changes shall be in the form of a duly executed amendment to this agreement.

The foregoing being clearly understood and agreed to, the parties hereto have set their hands and seals.

SOCORRO COUNTY MANAGER

By:  07/01/21
Date

Magdalena Village Marshal's Office

By: _____ 07/01/21
Date

DWI PROGRAM COORDINATOR

By:  07/01/21
Date

**JOINT POWERS AGREEMENT
NEW MEXICO MUNICIPAL LEAGUE
NEW MEXICO SELF INSURERS' FUND**

This New Mexico Municipal League Joint Powers Agreement (hereinafter "Agreement") is executed by and among its Members in consideration of the representations contained herein and for the purposes set forth more fully below.

RECITALS

WHEREAS, the Joint Powers Agreement Act (NMSA 1978 §§ 11-1-1 to 11-1-6 (as amended), hereinafter "the Act") allows for two or more public agencies, as defined in the Act, to jointly exercise any power common to the public agencies desiring such an arrangement; and

WHEREAS, the parties (hereinafter "Members") currently part of the New Mexico Municipal League (hereinafter "the League") that participate in the New Mexico Self Insurers' Fund (hereinafter "the Fund") each meet the criteria of the term "public agency" as defined in NMSA 1978 § 11-1-2; and

WHEREAS, the Members are each empowered with statutory authority per NMSA 1978 §§ 3-62-1 and 3-62-2 to obtain insurance coverage through a self-insurance schema funded through the pooling of municipal, local public body, or political subdivision resources; and

WHEREAS, the Members are desirous of relying upon statutory pooling language to obtain such coverage through the joint exercise of this common power;

THEREFORE, the Members now enter this Agreement outlining the procedural and substantive posture of the Fund, in mutual agreement with what follows:

I. DEFINITIONS

For the purpose of this Agreement:

- A. "Administrator" shall mean the Executive Director of the League, or the Executive Director's designee;
- B. "Board of Trustees" or "Board" shall mean the board of trustees of the Fund;
- C. "Employee" shall mean an employee of a Member and as may be further defined by applicable contract between the Fund and a Member, by applicable law, or by the board of trustees;
- D. "Fund" shall mean the New Mexico Self Insurer's Fund;
- E. "Insurance" shall mean indemnification against loss, damage, or liability arising from unknown or determinable contingencies, or payment of a specified amount upon determinable contingencies;
- F. "League" shall mean the New Mexico Municipal League;
- G. "Member" shall mean any incorporated municipality, local public body, or political subdivision, including a county, housing authority, or joint powers agency whose membership consists in whole or in part of a municipality, an instrumentality of a

- municipality as determined by the Internal Revenue Service, or a special district lying in whole or in part in a municipality, in the State of New Mexico which has joined the Fund;
- H. "Plan" shall mean any program for insurance or self-insurance for members or their employees, including benefits, services, protection, or indemnification for life, accident and health, worker's compensation, casualty, surety, or other lines of coverage;
 - I. "Premium" shall mean the consideration for insurance or self-insurance as further defined by applicable contract between the Fund and a Member.
 - J. "Risk" shall mean any chance of loss from contingencies or perils.

II. PURPOSE

The purpose of this Agreement is as follows:

- A. Permit the Members joining herein to make a more efficient use of their powers and resources by cooperating on a basis that will be of mutual advantage; and
- B. Provide a procedure for securing benefits, services, indemnification, or protection for Members and their employees relating to insurance or self-insurance, as authorized by law.

III. EFFECTIVE DATE

The effective date of this agreement and bylaws shall be July 1, 2021, or upon approval by the Secretary of Finance and Administration as provided by the Act, whichever is later. The Fund shall continue from year to year, without the necessity of a formal renewal by any Member, unless sooner dissolved by mutual agreement. The Fund shall establish a subcommittee to formally review this agreement every four (4) years.

IV. CREATION OF FUND

To carry out the purposes of this Agreement, the Fund is created, which Fund is formed, financed, organized, shall operate, and may be dissolved in accordance with the provisions of this Agreement and bylaws and any contract between the Fund and a Member. The principal office and situs of the Fund is located at 1231 Paseo de Peralta, Santa Fe, New Mexico 87501.

V. MEMBERSHIP

Membership in the Fund shall consist of those Members which are or become parties to this Agreement and contract for insurance for the Fund. Each Fund Board Member shall be entitled to one vote on elections of members of the Fund Board, approval to be conferred by such Board on nominees brought forward by the Executive Director, New Mexico Municipal League President, and Fund Chair.

VI. BOARD OF TRUSTEES

- A. There shall be a Board of Trustees consisting of at least eleven (11) trustees responsible for the Fund who are elected from among the Members of the Fund, with at least one trustee-representing Member from each of the districts established by the League. The trustees shall be elected for three-year terms commencing on the first day of October after their election. The Board may from time to time increase or decrease the number of board members by

majority vote of the Board, provided that the number of trustees shall not be less than eleven (11), shall always be an odd number, and that no more than two (2) trustees shall be from the same district. The terms of office for board members shall be staggered so that approximately the same number of seats are up for election in any given year.

- B. Each trustee shall be an elected or appointed officer or employee of a Member of the Fund. If a trustee ceases to be an elected or appointed officer or employee of a Member of the Fund, the trustee's position shall be deemed vacant.
- C. Any vacancy for any unexpired term on the Board shall be filled for the duration of the term by the Chairperson's appointment with the advice and consent of the remaining trustees.
- D. Trustees may be reimbursed for their time and expenses incurred to perform their respective duties as authorized by applicable law and subject to Board approval. No trustee nor the administrator appointed in Article VII shall incur any liability for any action, or failure to act, in such capacity except for gross negligence or willful misconduct.
- E. A trustee shall be removed from office when the trustee misses three (3) consecutive Board meetings, and may be removed from office by a two-thirds (2/3) vote of the other members of the Board for convenience.
- F. The Board establishes and manages plans, policies, and other services contemplated in this agreement and bylaws and the contract or agreement between the Fund and a Member, to include:
 - 1. Prepare specifications, request bids, and enter into any contract for the purpose of underwriting, administering or providing any part or all of the Plans, policies, or services on behalf of and with a Member;
 - 2. Determine the rates, risks, benefits, and terms of any Plans, policies, or services contemplated in this agreement; adjust the rates and benefits based on claim experience after notice to affected Members;
 - 3. Provide for individual or collective underwriting or other agreements for Members in any Plan, policy, or service, serve as the policyholder of any group policies or Plans; determine the methods of claim administration and payment, and provide for claim experience for Members collectively or separately;
 - 4. Determine the amount of contributions or appropriations required from Members for the purpose of participating in any part or all of the Plans, policies, or services established pursuant to this Agreement and bylaws;
 - 5. Establish standards for eligibility of Members or Employees in any Plan, policy, or service, and procedures for enrollment and withdrawal in any Plan, policy, or service; and establish effective dates of coverage;
 - 6. Provide for the administration of the fund or funds established herein, for the manner of payments to such fund and for payment of all expenses in connection with the Plans, policies, or services which may be established; and establish procedures for safekeeping, handling, and investing such fund or funds and any monies received or paid;
 - 7. Establish the duties and responsibilities of the Administrator to enable the correct billing of Premiums and fees, enrollment of Members and their Employees, and payment of claims;
 - 8. Study the operation of Plans, policies, or services, gross and net costs, administrative costs, benefits, utilization of benefits and claims administration;
 - 9. Incur expenses, acquire and hold property, and enter into agreements necessary to accomplish the purposes of this Agreement and bylaws; exercise the full power and authority of any Member of the Fund when requested to do so by the Member

governing body; or otherwise provide for necessary activities to accomplish the purposes of this Agreement;

10. The Board shall have the authority, by a majority vote, to delegate power of the Board to the Administrator.

- G. Subject to Board approval, the Administrator shall ensure the Fund maintains cash reserves and supplemental reserves computed in accordance with standard actuarial principles, taking into account historical and other data, designed to measure claims development and claims incurred but not yet reported, so that funds will be available to meet these claims as they become due.

VII. OFFICERS, MEETINGS, PROCEDURES

The trustees shall elect from among their membership a Chair, Vice-Chair, and Treasurer. The Board shall fix the date, time, and place of regular meetings. The Board shall hold a regular meeting, which shall be the annual meeting, at which officers shall be elected following a nomination and voting of Members in accordance with a procedure adopted by the Board. Special meetings may be called by the Chair, and in the Chair's absence the Vice-Chair, or any three (3) individual members of the Board.

A quorum for the transaction of business shall consist of a majority of the trustees, but any action of the Board regarding rates, membership in the Fund, settlement of claims requiring Board approval and offering or termination of lines of coverage must have a favorable vote by a majority of the trustees of the Board as constituted. The Board shall adopt such procedures as are deemed necessary and desirable for the conduct of business.

VIII. ADMINISTRATOR AND STAFF

The Executive Director of the League shall serve as Administrator of the Fund. The Administrator may appoint other employees, deputy treasurers, or employ or contract for legal counsel, actuaries or other consultants, as the Executive Director deems necessary to administer Plans, policies, or services established pursuant to this Agreement and the League's bylaws.

IX. FINANCING

The Board shall establish a fund or funds as it deems necessary for the purpose of, but not limited to, the following:

- A. Payment of premiums or fees for any part of the Plans, policies, or services established pursuant to this Agreement and bylaws;
- B. Payment of necessary expenses approved by the Board;
- C. Payment of claims;
- D. Payment of administration expenses;
- E. Payment of other expenses incurred in accomplishing the purposes of this Agreement and bylaws.

All monies paid to such fund or funds shall be held in the name of the Fund. After payment of any expenses authorized and compensation of the administrator or other employees and other incidental expense, any remaining money shall be held for the benefit of the Fund.

The Board shall provide for the manner and dates for preparation by the Administrator of reports on the financial condition of any fund or funds.

Each member shall pay for all costs, Premiums, or other fees attributable to its respective participation in any Plan, policy, or service established under this Agreement, and shall be responsible for its obligations under any contract entered into with the Fund.

Subject to review and approval of the Board, the Administrator shall establish written financial policies relating to the handling of the Fund. The Fund shall provide for an annual audit of its financial records, and Members shall have access to all records relating thereto, excepting those items that contain confidential or protected information.

The Board shall provide for strict accountability of all receipts and disbursements.

X. ADDITIONAL MEMBERS, PARTICIPATION, TERMINATING MEMBERSHIP

- A. Any eligible Member, as defined above, may join the Fund by adoption of the Agreement by its governing body or board in accordance with the procedures of the Joint Powers Agreement Act. Any Member may withdraw from the Fund by a resolution of its governing body after one hundred and eighty (180) days' notice is given in writing to the Chair of the Board. The withdrawing Member may retract their withdrawal at any time of the one-hundred-and-eighty-day period provided for above. Following the conclusion of the one hundred and eighty days above, the withdrawing Member is prohibited from rejoining the Fund for a period of two (2) years. Any withdrawing Member shall relinquish all voting rights and privileges. Any and all claim of title or interest to any asset of the Fund after its withdrawal from the Fund shall be as determined by the Board, in accordance with this Agreement and bylaws and a contract.
- B. The Fund may be terminated by a unanimous vote of the Board as constituted.
- C. Participation by a Member in any contract of insurance offered by the Fund becomes effective at the date and time shown on the certificate or declarations and may be terminated by sixty (60) days' written notice of termination by either party unless otherwise specified under the terms herein or by Board resolution. Termination of any contract of insurance by a member which occurs without proper notice or on a date other than the renewal date of the contract for insurance shall cause the Member to be subject to short rating and penalties as determined by the Board. In the event that the Member fails or refuses to make the payments of Premiums as herein provided, the Fund reserves the right to terminate such Member by giving ten (10) days' written notice and to collect any and all Premiums that are earned pro-rata for the period preceding contract termination. Interest, collection expenses or penalties may also be levied for non-payment of Premium as the Board may decide. No liability shall accrue to the Fund or its Members for any injury or accident occurring to an Employee of a Member after the effective date of the termination notice.
- D. The safety engineering and loss control services of the Fund are designed to assist Members in following a plan of loss control that may result in reduced losses. The Member agrees

- that it will cooperate in instituting loss control resolutions and policies that may be recommended by the Board for the purpose of eliminating or minimizing losses.
- E. The Member agrees that it will appoint a coordinator and that the Fund shall not be required to contact any other individual except this one person. Any notice to or any agreements with the coordinator shall be binding upon the Member. The Member reserves the right to change the coordinator from time to time by giving written notice to the Fund.
 - F. The Fund agrees to handle any and all covered claims after notice of injury or claim has been given, and provide a defense. The Member hereby appoints the Fund as its agent and attorney in fact to act in all matters pertaining to processing and handling of claims and shall cooperate fully in supplying any information needed or helpful in such defense. The Fund shall carry on all negotiations and negotiate within authority granted it. If a personal appearance by the Member or an Employee is necessary, the expense of this appearance will be paid by the Member unless otherwise agreed. The Fund will retain and supervise legal counsel on behalf of and at the expense of the Fund necessary for the prosecution of any litigation. All decisions on individual cases shall be made by the Fund, which includes the decision to appeal or not to appeal a final ruling and decision. Any suit brought or defended by the Fund shall be in the name of the Member. Notwithstanding any provisions of this paragraph, all reports and filings required by the Worker's Compensation Act and the state of any employer will be the responsibility of the Member.
 - G. The Member agrees to abide by this Agreement, bylaws, and resolutions of the Board, and any amendments thereto.
 - H. The Fund and its agents are authorized to inspect, subject to appointment during business hours established by a Member, all work places, machinery, appliances, and equipment of the Member, and books, contracts, and records related to payroll, employment job class, Premium, expenditures, or any financial and employment data during the Members' enrollment in the Fund and within two (2) years after final termination of membership in the Fund.

XI. DISSOLUTION AND DISPOSITION OF PROPERTY

The title to all property, real and personal, acquired by the Fund shall be vested in the Fund. In the event of termination of the Fund, such property, including any surplus money on hand, shall belong to the Members of the Fund according to their participation in the Fund and in accordance with any further applicable criteria developed by the Board.

Upon partial or complete termination of the Fund, the vote of at least two-thirds (2/3) of the Board of the Fund is binding in all respects as to the disposition of property and dissolution of the Fund. The Board shall serve as trustees for the disposition of property or funds, including retention of an actuarial consultant, payment of obligations, dissolution and winding up of the affairs of the Fund.

XII. AMENDMENT

This Agreement may be amended from time to time upon:

- A. Recommendation of any member of Board and approval by at least two-thirds (2/3) of the Board as constituted; or

B. Petition proposed by at least fifty percent (50%) of the Members of the Fund and approval by at least two-thirds (2/3) of the members of the Board as constituted.

Any proposed amendment shall be circulated to the Board at least thirty (30) days prior to the date that approval is set for a vote.

XIII. COUNTERPARTS

This Agreement may be executed in counterparts, which together with this document shall be considered one Agreement. The Executive Director shall be responsible for maintaining a copy of this Agreement and all signed counterparts on file.

XIV. SIGNATURES

Approved by:

Chair of the Board (printed)

Member (printed)

Chair of the Board (signature)

Member (signature)

Date

Date