



VILLAGE OF MAGDALENA
PO BOX 145, MAGDALENA, NM 87825
P. 575.854.2261 F. 575.854.2273
WWW.VILLAGEOFMAGDALENA.COM

AGENDA

**NOTICE OF REGULAR MEETING OF THE VILLAGE OF MAGDALENA BOARD OF TRUSTEES
MONDAY, SEPTEMBER 13, 2021
VILLAGE HALL 108 N. MAIN STREET 5:00 PM**

PURSUANT TO PUBLIC HEALTH ORDER DATED AUGUST 17, 2021 ALL 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- AUGUST 23, 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 APPROVAL OF MEMORANDUM OF UNDERSTANDING BETWEEN MAGDALENA PUBLIC LIBRARY AND CENTRAL REGION EDUCATIONAL COOPERATIVE RECS5
12. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION FUND 89200 CAPITAL APPROPRIATION PROJECT
13. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF AMENDMENT NO. 1 FOR PROJECT NO.N29-21-02 AVIATION EQUIPMENT BUILDING
14. DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF INCREASING CREDIT CARD LIMIT FOR MAYOR

15. EXECUTIVE SESSION - THE FOLLOWING MATTERS WILL BE DISCUSSED IN CLOSED SESSION: MOTION & ROLL CALL VOTE TO GO INTO EXECUTIVE SESSION AND THAT, PURSUANT TO NEW MEXICO STATE STATUTES SECTION 10-15-1, ONLY THE FOLLOWING MATTER WILL BE DISCUSSED IN CLOSED SESSION:

a. JOINT UTILITY WORKER

- MOTION & ROLL CALL VOTE TO RETURN TO REGULAR SESSION
- MOTION & ROLL CALL VOTE THAT MATTERS DISCUSSED IN CLOSED SESSION WERE LIMITED TO THOSE SPECIFIED IN MOTION FOR CLOSURE, AND THAT NO FINAL ACTION WAS TAKEN, AS PER NEW MEXICO STATUTES SECTION 10-15-1

16. DISCUSSION & POSSIBLE DECISION TO HIRE JOINT UTILITY WORKER

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, SEPTEMBER 13, 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 AUGUST 23, 2021 AT 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

Mayor Richard Rumpf called the meeting to order at 5:19 p.m.

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

Participating via Video Conference: Trustees: Donna Dawson

GUESTS: Sabrina Aragon- Assistant Clerk

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

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

APPROVAL OF MINUTES: Clark Brown moved to approve the August 9, 2021 minutes, as presented. Harvan Conrad seconded. The motion carried.

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

APPROVAL OF BILLS: Donna Dawson moved to approve the bill list, as presented. Clark Brown seconded. The motion carried.

BILL LIST

Albuquerque Publishing Co	\$126.68
City of Socorro	\$829.32
Cummins Inc	\$6410.58
Firefighter Trucks by Jeff Woods	\$1291.09
Jacob Finch	\$1074.38
Konica Minolta	\$386.04
Quill	\$2582.93
RAKS	\$115.82
Socorro Electric	\$3454.67
Winstons Auto	\$42.65
Total	\$16,314.16

MAYOR'S REPORT

Mayor Rumpf said the Airport fly-in was a success with 19 planes showing up. He also mentioned he will be attending the NMML conference Tuesday- Friday.

CLERK'S REPORT

Francesca Smith reminded the Trustees and Mayor that they needed to file a declaration of candidacy on the 24th if they were planning on running again. Francesca also said that a Trustee needed to be present for the Audit on the 30th. Donna Dawson said she would be available. Harvan Conrad said she can also come if Donna cant.

ACKNOWLEDGEMENT OF DFA'S APPROVAL OF THE FISCAL YEAR 2022 BUDGET

Donna Dawson asked what the Village is going to do about the projected budget. Francesca responded they will be watching the budget closely to make sure we stay on budget.

Donna Dawson moved to Acknowldge the DFAs approval of the Fiscal year 2022 budget. Harvan Conrad seconded.

Clerk/ Treasurer Smith requested a roll call vote:

Jim Nelson- Absent

Harvan Conrad- AYE

Donna Dawson-AYE

Clark Brown-AYE

The motion carried.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PROPANE BID

The Mayor said AX Propane is about 30 cents cheaper than the other bid we received. Sierra Propane owns 3 tanks we currently use and AX is going to sell us some for \$750 each.

Harvan Conrad moved to approve accepting the propane bid and buying propane tanks. Clark Brown seconded.

Clerk/ Treasurer Smith requested a roll call vote:

Jim Nelson- Absent

Donna Dawson-AYE

Clark Brown-AYE

Harvan Conrad- AYE

The motion carried.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF PROPOSAL FOR SURVEYING SERVICES- BENJAMIN WELLSITE WITH AMERICAN RESCUE FUNDS ACT

The Mayor said the property owners are giving the Village a larger easement area for the Benjamin Well and this was the survey for that.

Donna Dawson moved to approve Proposal for Surveying Services- Benjamin Wellsite with American Rescue Funds Act. Clark Brown seconded.

Clerk/ Treasurer Smith requested a roll call vote:

Jim Nelson- Absent

Clark Brown-AYE

Donna Dawson-AYE

Harvan Conrad- AYE

The motion carried.

DISCUSSION & POSSIBLE DECISION REGARDING APPROVAL OF RESOLUTION 2021-12 A RESOLUTION AUTHORIZING THE ASSIGNMENT OF AUTHORIZED OFFICERS AND AGENT

The Mayor said the Village has received final approval from the state for the Benjamin Well \$1million grant and this was the Resolution for it.

Harvan Conrad moved to approve Resolution 2021-12 a Resolution authorizing the assignment of authorized officers and agent. Clark Brown seconded.

Clerk/ Treasurer Smith requested a roll call vote:

Jim Nelson- Absent

Donna Dawson-AYE

Harvan Conrad- AYE

Clark Brown-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, AUGUST 23, 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 was no public input.

Trustee Donna Dawson moved to adjourn the meeting at 5:33pm. Harvan Conrad seconded. The motion carried.

Respectfully Submitted,

Francesca Smith
Clerk/Treasurer

Richard Rumpf
Mayor

Carleen Gomez

From: Jim Nelson <jcnelson@gilanet.com>
Sent: Wednesday, September 8, 2021 6:43 PM
To: Carleen Gomez
Subject: Re: Dept. Reports Due

Six EMS calls in August.

On 9/8/2021 4:55 PM, Carleen Gomez wrote:

> This is just a reminder that Dept. Reports are due Friday, September
> 10, 2021, by noon. If you have any questions please let me know.

>

> * 😊 ***

>

> *Thank you,*

>

> *Carleen Gomez, CMC*

>

> *Deputy Clerk/Court Clerk***

Magdalena Marshal's Office

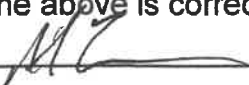
Monthly Report	<u>Month: AUGUST</u>	<u>Year: 2021</u>
Marshal Zamora	ID#:Mag-1	
Total Miles Driven:		
<u>GENERAL CALLS:</u>	<u>AMOUNT</u>	<u>REVENUE</u>
TRAFFIC CITATIONS: Village Ordinances	5	296
TRAFFIC CITATIONS: State Statutes		
CRIMINAL CITATIONS		
ANIMAL CONTROL CITATIONS		
TRAFFIC ACCIDENTS		
D.W.I. ARRESTS		
FELONY ARRESTS		
MISDEMEANOR ARRESTS	2	
12 HOUR HOLD ARREST		
CRIMINAL INVESTIGATIONS	2	
JUVENILE CASES		
DOMESTIC CASES	1	
CRIMINAL DAMAGE / PROPERTY	1	
<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	15	
<u>TOTALS:</u>	43	296

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : **AUG** 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								04 General Supplies
5	68005	68273	268	25.5	81.85			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	68273	68527	254	21.9	71.3			10
14								Invoice No.: _____ Amt.\$ _____
15								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								Invoice No.: _____ Amt.\$ _____
25	68527	68758	231	20.5	66.15			Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28								Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals				67.9	219.3			

I certify that the above is correct to the best of my knowledge.
Signature:  **Title:** MARSHAL

MAGDALENA MARSHAL DEPARTMENT
MONTHLY VEHICLE EXPENDITURE REPORT
 For the month of : AUGUST 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	84857	85182	325	20.126	63.58			01 Chassis Maintenance
2								02 Electrical Maintenance
3								03 Engine Maintenance
4								04 General Supplies
5								05 Interior Maintenance
6								06 Lubrication
7	85182	85510	328	19.682	62.96			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								
14								Invoice No.: _____ Amt.\$ _____
15	85510	85860	350	21.481	69.79			Date _____
16								Invoice No.: _____ Amt.\$ _____
17								Code: _____ Date: _____
18								Invoice No.: _____ Amt.\$ _____
19								Code: _____ Date: _____
20								Invoice No.: _____ Amt.\$ _____
21	85860	86190	330	19.072	62.92			Code: _____ Date: _____
22								Invoice No.: _____ Amt.\$ _____
23								Code: _____ Date: _____
24								Invoice No.: _____ Amt.\$ _____
25								Code: _____ Date: _____
26								Invoice No.: _____ Amt.\$ _____
27								Code: _____ Date: _____
28	86190	86572	382	22.602	73.66			Invoice No.: _____ Amt.\$ _____
29								Code: _____ Date: _____
30								Invoice No.: _____ Amt.\$ _____
31								
Totals			1715	102.963	332.91			

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

Signature:  Title: DEPUTY MARSHAL M2



JUDGE'S REPORT AUGUST 2021

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


Cases heard in AUGUST 2021

No Cases were heard during the month of August 2021. Judge Armijo met with his mentor Judge to discuss how things are going within the Magdalena Municipal Court. She was very helpful in answering any questions and offered helpful suggestions.

TOTAL: \$0.00

Respectfully Submitted,

Simon Armijo
Magdalena Municipal Judge


Carleen Gomez, CMC
Deputy Clerk/Court Clerk

Librarian's Report

August 2021

Days Open	21 (122 hours)	# of Volunteers	0
Days Closed	0	Volunteer Hours	0
Total Visitors	326		
Museum Visitors	34	New Library Cards	1

Events:

Number of Events:	5	Attendance:	55
--------------------------	---	--------------------	----

Date:		# of People:
8/5/2021	Library Board Meeting	4 adults
8/5/2021	Friends of the Library	5 adults
8/21/2021	Code Club	2 kids + 1 adult
8/27/2021	Code Club	12 kids + 1 adult
8/28/2021	Kim Nesvig Funeral	30 adults

Circulation

PHYSICAL		DIGITAL	
# of Books	104	# of eBooks	70
# of Books on CD	0	# of Online Audio	56
# of DVDs	14		
Total Physical	118	Total Digital	126
Total Circulation	244		
ILL Processed	2 books + 1 DVD = 3 requested		

Computers/Wi-Fi

# Computer Sign ins	65 (49 + 16 code club)	Avg. # Wi-Fi Users per day	20
Total Unique Wi-Fi Uses*	166	Avg. Usage per User	2.91 GB

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

Other:

Per the Governor's Orders, everyone is required to wear masks while inside the library and museum. I am keeping up with cleaning and still encouraging social distancing.

Code Club started up again 8/21/2021. Kids are required to wear masks and wash/sanitize their hands before and after using the computers. The Friends of the Library kindly donated individual earbuds for the kids and 2 iPads to use in programming.

I am still working on scheduling an in-person speaker/group to present in September.

Respectfully Submitted, Ivy Stover, Library Director

MEMORANDUM OF UNDERSTANDING

West Central Consortium

PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the following entities: **Magdalena Public Library** and **Central Region Educational Cooperative REC5**.

These entities are applying to the Federal Communication Commission (FCC) Schools and Libraries Division E-Rate program as applicant members (herein also called members) of this consortium (Consortium) for funding year **FY2021-2022**. The purpose of this MOU is to establish the framework through which, if the E-Rate program approves their application, the applicant group (Consortium) will collaborate, articulate and distribute the specific roles and responsibilities of each applicant member in implementing the services requested under E-Rate 470# 190000681.

RESPONSIBILITIES OF THE PARTIES

Parties understand that each should be able to fulfill its responsibilities under this MOU in accordance with the provisions of law and regulation that govern their individual activities. Nothing in this MOU is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time any partner is unable to perform its functions under this MOU consistent with such partner's statutory and regulatory mandates, the affected partner shall immediately provide written notice to the others to establish a date for mutual resolution of the conflict.

Lead Applicant and Fiscal Manager will:

The Lead Applicant will assume administrative duties in order to comply with E-rate rules on behalf of the Consortium and will serve as the fiscal agent and procurement officer for the Consortium in the event a grant is awarded. As fiscal agent, Lead Applicant understands that it is responsible for but not limited to the following: procurement process, contract management, coordinating discounted and non-discounted payments, and being aware of and submitting E-Rate forms as required. The Lead Applicant will ensure that the project is carried out by the Consortium in accordance with E-Rate requirements. Lead Applicant and Fiscal Agent responsibilities-

- E-Rate filing for program participation and compliance
- E-Rate archiving of bid documents, invoices, correspondence, CIPA compliance
- Coordinate Consortium payments to vendors
- Management of Consortium Letters of Agency to maintain E-Rate eligibility

Lead Applicant and fiscal agent is Central Region Educational Cooperative — REC#5 for purposes of signing this MOU.

Participating Member Responsibilities will:

Each participating MEMBER agrees to—

- 1) Pay its portion of the discounted and non-discounted fees on time, including the incurred procurement CREC admin fee of 8%. See Exhibit A for a breakdown by MEMBER.
- 2) Be aware of and submit any required documentation for E-Rate compliance.

- 3) Assure site access and other logistical coordination during the duration of the construction process.

JOINT RESPONSIBILITIES FOR COMMUNICATIONS AND DEVELOPMENT OF TIMELINES

Each member of the Consortium agrees to the following joint responsibilities--

- 1) Within 30 days of Funding Commitment Decision Letter (FCDL) members will convene
 - a. review network design to
 - I. Finalize contract terms.
 - II. Develop a timeline and assign areas of responsibility.
- 2) Within 30 days of FCDL all members must convene and adopt an agreement for the operation and long-term maintenance of the fiber optic network, including but not limited to the following elements:
Governance structure, identifying and articulating E-Rate administrative responsibilities, long-term management of the network, assurance of fiscal accountability, and providing for a network operations center (NOC) services.

ASSURANCES

Each member of the Consortium hereby assures and represents that it:

- 1) Agrees to be bound to every statement and assurance made by the Lead Applicant in the application;
- 2) Has all requisite power and authority to execute this MOU;
- 3) Is familiar with the consortium application and is committed to working collaboratively
 - a. to meet the responsibilities specified in this MOU
 - b. to ensure that the proper elements and commitments are in place to provide dependable telecommunications service, support, and delivery to the members of the West Central Consortium, and
 - c. to maintain the integrity of the network;

Will comply with all E-Rate rules and member responsibilities in the execution of services awarded for successful project completion

INDEMNIFICATION

Parties to this agreement indemnify, defend and save harmless the Parties, State or local governments, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged in the performance of this MOU.

TERMINATION PROVISIONS

Notification of termination shall be given to all Parties at least 30 days prior to the intended date of termination. Notification of termination shall not relieve the terminated partner of the obligation to complete duties imposed prior to the date of termination.

EXTENSION

Partner to this Memorandum may extend the agreement for a specified time. Any notification of extension must be by mutual agreement and must be in writing. Notification of intention to extend the agreement must be given at least 30 days prior to the expiration of the agreement. Any extension of or amendment to this Memorandum will be pursuant to the terms stated herein.

Parties agree to review this agreement at least annually and provide written suggestions as to recommended changes, clarifications, deletions or additions. An addendum signed by the authorized representatives of each partner shall be sufficient to modify the agreement.

AMENDMENT

This Memorandum shall not be altered, changed or amended except by instrument in writing executed by the Parties hereto.

NOTICE OF FAILURE TO PERFORM

If any partner to this agreement is dissatisfied with the performance of any of the obligations imposed on the other partner, under the terms of this Memorandum, the dissatisfied partner shall give written notice to the non-performing partner of the duties which the dissatisfied partner believes have not been performed. The non-performing partner shall have 10 days in which to correct any failure to perform the duties so specified or to communicate with the dissatisfied partner to resolve any disagreement between the Parties.

SCOPE OF AGREEMENT

This Memorandum incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this Memorandum. No prior agreement or understandings verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Memorandum.

FUNDS ACCOUNTABILITY AND ACCOUNTING

The Parties hereto agree that each shall maintain appropriate records for strict accountability for all receipts and disbursements of funds transferred or expended pursuant to this Memorandum, pursuant to established federal and New Mexico cost accounting requirements.

LIABILITY

Parties shall each be responsible for their respective liability. No partner shall be responsible for the liability of the other partner as a result of acts or omissions in connection with the performance of this Memorandum.

SCOPE OF CONTRACT

This Memorandum incorporates all the contracts, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written Memorandum. No prior contract or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Memorandum.

SUBCONTRACTING

Parties may not subcontract any portion of this Memorandum without obtaining the prior written approval of the remaining Parties.

DURATION OF AGREEMENT

This Agreement shall be in force throughout the **2021-2022** fiscal year. This MOU shall be effective beginning **July 1, 2021**. If an FCDL is obtained, this MOU shall terminate upon completion of the project as defined by the E-Rate rules. In the event an FCDL is not obtained, this MOU shall terminate and be of no further force or effect.

SIGNATURES

In Witness Whereof, the Parties to this MOU execute this agreement.

Magdalena Public Library

<i>Name</i>	<i>Title</i>	<i>Date</i>

*Central Region Educational Cooperative
REC5*

 <i>MARIA JARAMILLO</i>	<i>Executive Director</i>	<i>8/24/21</i>
<i>Name</i>	<i>Title</i>	<i>Date</i>

West Central Consortium

Exhibit A - Breakdown by Member

MRC: IA Cost Breakout per Entity:	Bandwidth Apportioned	MB/GB	%	\$ IA	\$ WAN	\$ Total	E-rate %	Net After E-rate	8% CREC Admin Fee (Monthly)
Magdalena Public Library	50	MB	0.05	\$ 196.94	\$ 1,069.09	\$ 1,266.03	90%	\$ 126.60	\$ 10.13

*plus taxes, surcharges and fees

**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
 OR TO THE FEDERAL COMMUNICATIONS COMMISSION**

**Schools and Libraries Universal Service
 Certification by Administrative Authority to Billed Entity of
 Compliance with the Children's Internet Protection Act**

Please read instructions before completing.
 (To be completed by the Administrative Authority and provided to your Billed Entity)

Administrative Authority's Form Identifier: 2021-Magdalena PL-NM-WCC Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority Magdalena Public Library	2. Funding Year 2021
--	--------------------------------

3. Mailing Address and Contact Information for Administrative Authority
 Street Address, P. O. Box or Route Number
108 N. Main Street

City Magdalena	State NM	Zip Code 87825
-----------------------	-----------------	-----------------------

Name of Contact Person
Ivy Stover

Telephone Number (575) 854-2361	Fax Number	Email Address library@villageofmagdalena.com
---	------------	--

Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

- I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
- I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority Magdalena Public Library
Administrative Authority's Form Identifier 2021-Magdalena PL-NM-WCC
Contact Person Ivy Stover
Telephone Number (575) 854-2361

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:

- a the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).
- b pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:
 (FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

 (FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.
- c the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

- d I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person	8. Date
9. Printed name of authorized person	
10. Title or position of authorized person	
11. Telephone number of authorized person	

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember - You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, Item 7, must be mailed or delivered to your Billed Entity.

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 89200 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 31 day of AUGUST, 2021, 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 the Village of Magdalena, 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 2021, Chapter 138, Section 29, Para. 349, 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:

21-F2908 \$320,000.00 Appropriation Reversion Date: 30-JUN-23
Laws of 2021, Chapter 138, Section 29, Paragraph 349, Three Hundred Twenty Thousand Dollars
(\$320,000.00) to purchase and equip an ambulance for Magdalena in Socorro county.

The Grantee's total reimbursements shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")^[1], if applicable, Zero Dollars (\$0.00), which equals Three Hundred Twenty Thousand Dollars (\$320,000.00) (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 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 State Procurement Code 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; and
- (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 the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute 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

[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 Seventy Five 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.

- (vi) The Grantee's submission 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 shall be governed by the following:
- 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 obligations.
 - c. The Department may, in its sole and 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 2.
 - d. The date the Department signs 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 to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- 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 designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: Village of Magdalena
 Name: Carleen Gomez
 Title: Deputy Clerk
 Address: P.O. Box 145, Magdalena, NM 87825
 Email: cgomez@villageofmagdalena.com
 Telephone: 575-854-2261

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

Grantee: Village of Magdalena
 Name: Richard Rumpf
 Title: Mayor
 Address: P.O. Box 145, Magdalena, NM 87825
 Email: Mayor@villageofmagdalena.com
 Telephone: 575-854-2261

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

Department: DFA/Local Government Division
Name: Ms. Ariana M. Vigil
Title: Project Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, New Mexico 87501
Email: Arianam.vigil@state.nm.us
Telephone: 505-470-7041

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 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 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, DEADLINE TO EXPEND FUNDS

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, 2023**, 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, and 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 in 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, and such termination shall be effective 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 and absolute 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 sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the 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 and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and 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. Database reporting

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (<http://cpms.dfa.state.nm.us>). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due 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 the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

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 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for 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 sole and absolute 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. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX 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 and the Deadlines set forth in Article IX herein. 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 State 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, as 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 LX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

- (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 the Grantee 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 conflicts of interest, 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 their 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 or goods to be received, 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 five (5) 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, 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 or the Department of Finance and Administration 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 Department 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, warrants, 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 Village of Magdalena may immediately terminate this Agreement by giving Contractor written notice of such termination. The Village of Magdalena'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 Village of Magdalena, 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 Village of Magdalena or the Department."

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

Grantee acknowledges, warrants, 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 DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the Village of Magdalena may early terminate this

contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Village of Magdalena's 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.

ARTICLE 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 PROJECT 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, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute discretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

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

GRANTEE

Village of Magdalena
Entity Name

By: Richard Rumpf
(Type or Print Name)

Its: MAYOR
(Type or Print Title)

Richard Rumpf
Signature of Official with Authority to Bind Grantee

8/31/21
Date

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

Its: Division Director

[Signature]
Signature

31 AUG 2021
Date

rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

Project No. N29-21-02
Contract No. AVA1371
Vendor No. 00000054348

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the Village of Magdalena, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

- 1. The funding under Section 1, of the original agreement is deleted and replaced with the following: \$44,000
- 2. Section 1C, Exhibit B to the original agreement is deleted and replaced with the attached Exhibit B
- 3. The State contribution stated in Exhibit B is \$44,000
- 4. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION
Pedro Rael
By: _____
Date: Aug 25, 2021

New Mexico Department of Transportation
Cabinet Secretary or Designee
Justin Reese
By: _____
Date: Sep 8, 2021

SPONSOR
Pedro Rael
By: _____
Date: 8-24-2021

Approved as to form and legal sufficiency
John Howell
By: _____
Date: Sep 8, 2021

EXHIBIT B-new

PROPOSAL

LAR-CO CONSTRUCTION

PO BOX 446
SOCORRO, NM 87801
505-835-2881 Cell: 505-850-3193

NO: # 2123
DATE: 14 July 2021
STREET NO:

PROPOSAL SUBMITTED TO:		WORK TO BE PERFORMED AT:	
NAME: <u>Village of Magdalena</u>	NAME: <u>Magdalena Village Airport</u>	STREET: <u>Highway 66</u>	STATE: <u>NM</u>
STREET: <u>108 North Main St</u>	CITY: <u>Magdalena</u>	DATE OF PLANS: <u>June 7, 2021</u>	ARCHITECT: <u>Jon Mortenson</u>
CITY: <u>Magdalena</u>	STATE: <u>New Mexico</u>		
PHONE:			

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF

Construction of An Equipment Storage Structure
ON Airport lands, Approximate Size 20' x 30' with
11 Foot Ceiling Height. As Per Engineered Plans
Wood Framing with Engineered Wood Trusses.
Plywood Covers and Celotex Siding. And Pro Panel
Siding AND Roof Coveving. ON A Six (6) inch
Thick Concrete Slab. Sixteen Foot x Ten Foot
o.h. Door. And 36 inch walk thru Door with 4x4 Foot
2x6 And Concrete Apron AT o.h. Door.
None. Electrical - or Plumbing or Heating and
cooling.

A CONTINGENCY MAY BE ADDED TO OFFSET THE RAPID COST OF MATERIALS QUOTED BETWEEN TIME OF QUOTE AND COMPLETION OF PROJECT.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED PER ABOVE WORK AND COMPLETED IN A SUBSTANTIAL MANNER. THE ESTIMATE, ALL AROUND, CONTINGENT UPON FAVOR. ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

Drawn As work Progresses, That Allows Contractor To
Purchase Materials And Pay Labor + Balance upon Completion

RESPECTFULLY SUBMITTED Launna Vigil
PER LAR-Co Construction.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE: _____ SIGNATURE: _____
SIGNATURE: _____

NEW MEXICO DEPARTMENT OF TRANSPORTATION
Aviation Grant Agreement Form



Date

Project Location

Sponsor

Address

City

NM

Zip Code

The Sponsor must print and mail (3) three copies all with original signatures to:

**NMDOT - AVIATION DIVISION
3501 ACCESS RD. C
ALBUQUERQUE, NM 87106**

Participation

Funding Breakdown

Contract No. AVA1371

Project No.

Vendor No.

Expiration Date 4/2/2023

Purchase Order No: 0000338994

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective as of the date of the last party to sign on the signature page below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

EQUIPMENT BUILDING

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 29,000	\$ 0	\$ 0	\$ 29,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The effective date is the date when the last party signed the Agreement on the signature page below. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. Legal Authority - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. Defaults - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. Possible Disabilities - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. Land - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, 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 the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, *et seq.* This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior Agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations shall conform with and do not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Sponsor, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Sponsor, Legislature or the Congress of the United States if federal funds are involved, this Agreement shall terminate upon written notice being given by one party to the other. The Department and the Sponsor are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

18. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect.

19. Applicable Law.

The Laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Name: Daniel R. Moran
Title: Finance & Administrative Manager

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
Office: (505) 244-1788 ext. 9112
Fax: (505) 244-1790
E-mail: dan.moran@state.nm.us

Name	RICHARD RUMPF		
Title	MAYOR		
Sponsor	MAGDALENA, VILLAGE OF		
Address	PO BOX 145		
City	MAGDALENA	NM	Zip Code 87825
Office Phone	+1 (575) 541-2473	Fax	
E-Mail	mayor@villageofmagdalena.com		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

In witness whereof, each party is signing this Agreement on the date stated opposite of that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: Justin Reese
Justin Reese (Apr 2, 2021 11:22 MDT)
Cabinet Secretary or Designee

Date: Apr 2, 2021

Recommended by:

By: Pedro Rael
Aviation Division Director
or Designee

Date: Mar 26, 2021

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: J. Howell
Assistant General Counsel

Date: Apr 2, 2021

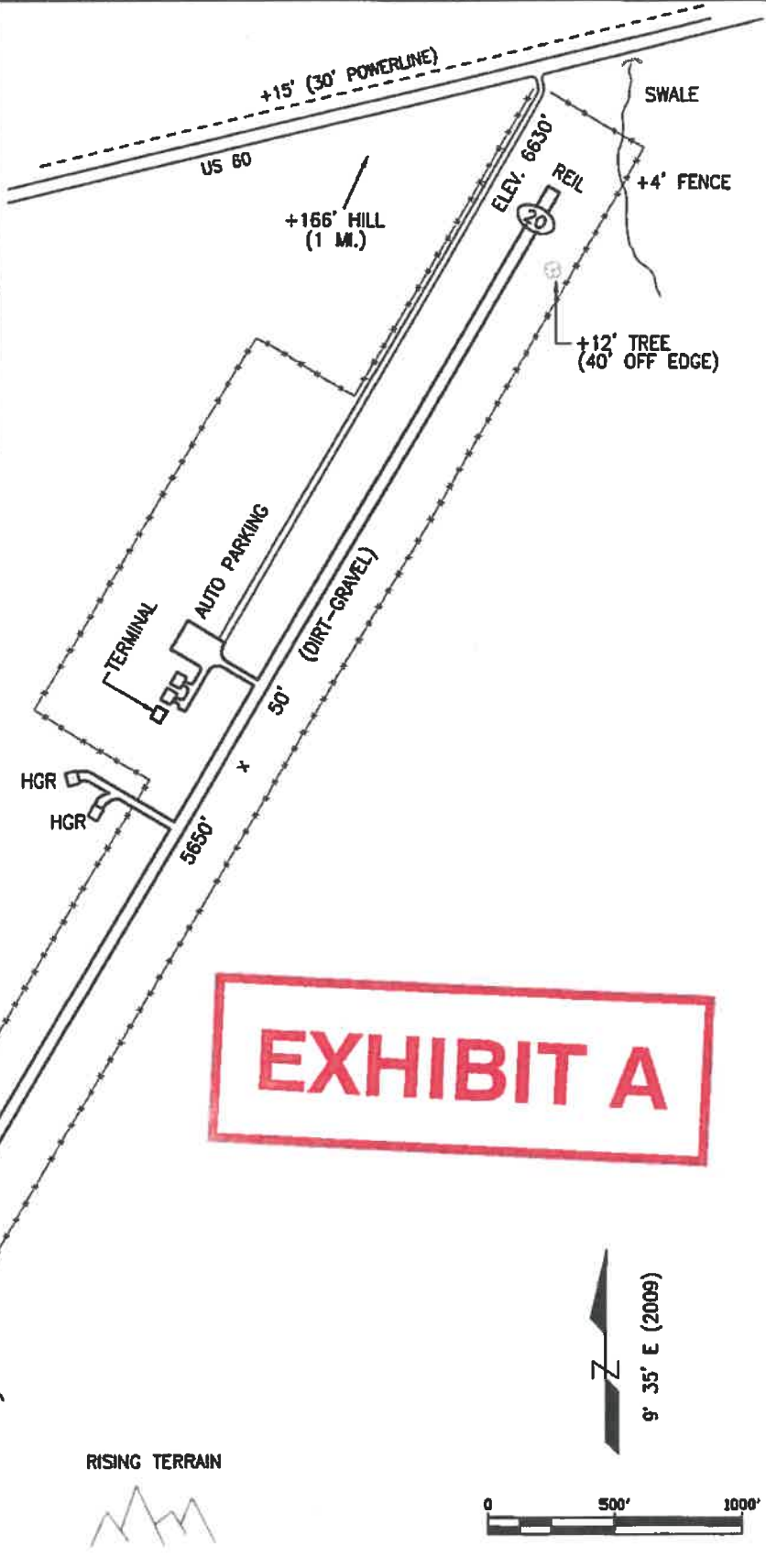
SPONSOR

Print Name: Richard Rumpf

By: Richard Rumpf

Date: 3-26-2021

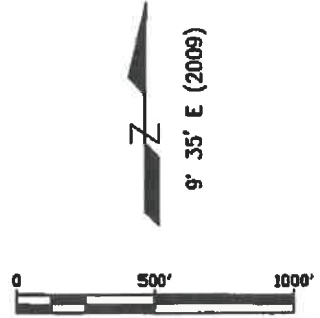
Title: Mayor



REMARKS:

- 1. QUAD. - 7.5 MIN. ARROYO LANDAVASO.

EXHIBIT A



MAGDALENAJ29
1/26/10

EXHIBIT B PROPOSAL

LAR-CO CONSTRUCTION

PO BOX 446
SOCORRO, NM 87801
505-835-2551 - Cell: 505-550-3193

NO: #2528
DATE: 14 Feb 2021
STREET NO: _____

PROPOSAL SUBMITTED TO:	WORK TO BE PERFORMED AT:
NAME: <u>Village of Magdalena</u>	NAME: _____
STREET: _____	STREET: <u>mayor @ village of magdalena .com</u>
CITY: <u>Magdalena</u>	CITY: _____ STATE: _____
STATE: <u>New Mexico</u>	DATE OF PLANS: _____
PHONE: _____	ARCHITECT: _____

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY FOR THE COMPLETION OF

Construction of A Tractor Storage Building Approx. 30 Foot x 20 Foot, 11 Foot Ceiling Height; At Airport Built As Per N.M. Building Codes. 2x6 walls 4" Concrete Floor with 36" Deep Foundation To be below Frost line. Approx. Floor Height 4" Above Surrounding Grade, 1/2" plywood AT Corners For wall bracing And Celotex AT balance of walls, Because of the Triple cost of Plywood "Now". At interior 3 walls install plywood or OSB From Floor to 4' High Only Install Proprietary on open Decking At Roof And Proprietary At exterior walls. Also included one (1) Walk Thru Door And one 16' wide, 10' High O.H. Door

Electrical And Plumbing Are Not Included.

A CONTINGENCY MAY BE ADDED TO OFFSET THE RAPID COST OF MATERIALS QUOTED BETWEEN TIME OF QUOTE AND COMPLETION OF PROJECT.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTIAL WORKMAN-LIKE MANNER FOR THE SUM OF DOLLARS (\$) \$ 28,600.00 Twenty Eight Thousand Six Hundred Dollars WITH PAYMENTS TO BE MADE AS FOLLOWS:

\$ 12,000.00 To begin Construction, \$ 12,000.00 when 50% Completed + Balance upon Completion

ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENT CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL.

RESPECTFULLY SUBMITTED

PER

Larry Ujil
LAR-CO CONSTRUCTION

NOTE - THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN _____ DAYS.

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

DATE: _____ SIGNATURE: _____

SIGNATURE: _____











N29-21-02 EQUIPMENT BUILDING_sponsor

Final Audit Report

2021-04-02

Created:	2021-03-26
By:	Marilu Melendez (marilu.melendez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAelaMFpGkcxio0Zwml1vK2kWBuKiw9M3a

"N29-21-02 EQUIPMENT BUILDING_sponsor" History

-  Document created by Marilu Melendez (marilu.melendez@state.nm.us)
2021-03-26 - 8:34:41 PM GMT- IP address: 72.176.133.118
-  Document emailed to Pedro Rael (pedro.rael@state.nm.us) for signature
2021-03-26 - 8:36:07 PM GMT
-  Email viewed by Pedro Rael (pedro.rael@state.nm.us)
2021-03-26 - 11:04:41 PM GMT- IP address: 174.28.55.179
-  Document e-signed by Pedro Rael (pedro.rael@state.nm.us)
Signature Date: 2021-03-26 - 11:05:06 PM GMT - Time Source: server- IP address: 174.28.55.179
-  Document emailed to John Newell (johnp.newell@state.nm.us) for signature
2021-03-26 - 11:05:08 PM GMT
-  Document e-signed by John Newell (johnp.newell@state.nm.us)
Signature Date: 2021-04-02 - 5:18:52 PM GMT - Time Source: server- IP address: 174.28.70.103
-  Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature
2021-04-02 - 5:18:53 PM GMT
-  Email viewed by Justin Reese (Justin.Reese@state.nm.us)
2021-04-02 - 5:21:53 PM GMT- IP address: 67.0.254.35
-  Document e-signed by Justin Reese (Justin.Reese@state.nm.us)
Signature Date: 2021-04-02 - 5:22:13 PM GMT - Time Source: server- IP address: 67.0.254.35
-  Agreement completed.
2021-04-02 - 5:22:13 PM GMT











N29-21-02 EQUIPMENT BUILDING AMENDMENT


Final Audit Report


2021-09-08

Created:	2021-08-25
By:	Marilu Melendez (marilu.melendez@state.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYIbCBpaX7I3CsgiQcMa0YG_zFMjZ-mUb

"N29-21-02 EQUIPMENT BUILDING AMENDMENT" History

-  Document created by Marilu Melendez (marilu.melendez@state.nm.us)
2021-08-25 - 6:36:00 PM GMT - IP address: 164.64.74.26
-  Document emailed to Pedro Rael (pedro.rael@state.nm.us) for signature
2021-08-25 - 6:40:50 PM GMT
-  Email viewed by Pedro Rael (pedro.rael@state.nm.us)
2021-08-25 - 9:40:43 PM GMT - IP address: 164.64.74.26
-  Document e-signed by Pedro Rael (pedro.rael@state.nm.us)
Signature Date: 2021-08-25 - 9:42:24 PM GMT - Time Source: server- IP address: 164.64.74.26
-  Document emailed to John Newell (johnp.newell@state.nm.us) for signature
2021-08-25 - 9:42:28 PM GMT
-  Email viewed by John Newell (johnp.newell@state.nm.us)
2021-08-25 - 9:43:10 PM GMT - IP address: 164.64.74.20
-  Email viewed by John Newell (johnp.newell@state.nm.us)
2021-09-01 - 6:25:30 PM GMT - IP address: 164.64.74.20
-  Document e-signed by John Newell (johnp.newell@state.nm.us)
Signature Date: 2021-09-08 - 2:46:21 PM GMT - Time Source: server- IP address: 164.64.74.20
-  Document emailed to Justin Reese (Justin.Reese@state.nm.us) for signature
2021-09-08 - 2:46:25 PM GMT
-  Email viewed by Justin Reese (Justin.Reese@state.nm.us)
2021-09-08 - 2:53:11 PM GMT - IP address: 104.47.65.254

 Document e-signed by Justin Reese (Justin.Reese@state.nm.us)
Signature Date: 2021-09-08 - 2:53:26 PM GMT - Time Source: server- IP address: 164.64.74.20

 Agreement completed.
2021-09-08 - 2:53:26 PM GMT