



# TAOS COUNTY BOARD OF COUNTY COMMISSIONERS

Commission Regular Meeting

Tuesday September 03, 2024

9:00 AM

Commission Chambers at the Taos County Administrative Complex - 105 Albright Street - Taos,  
New Mexico 87571.

## NOTICE TO THE PUBLIC

---

**F.R. Bob Romero**  
Commissioner District I

**Miguel Romero Jr.**  
Commissioner District II

**Darlene J. Vigil**  
Commissioner District III

**AnJanette Brush**  
Commissioner District IV

**Ronald J. Mascarenas**  
Commissioner District V

---

Notice is hereby given that the governing body of Taos County, the Board of County Commissioners, will hold a Commission Regular Meeting on Tuesday September 03, 2024, 9:00 AM. Members of the public wishing to view can do so by using a computer, tablet, or smartphone at <https://www.taoscounty.org/389/Meetings-Agendas-and-Minutes> then select the YouTube Icon or <https://www.youtube.com/@taoscounty4560>. For any questions regarding joining the meeting, please contact Anissa Arrambide at [anissa.arambide@taoscounty.org](mailto:anissa.arambide@taoscounty.org).

## AGENDA

- I. *Call to Order*
- II. *Roll Call*
- III. *Pledge of Allegiance*
- IV. *Salute to the Flag of New Mexico*
- V. *Approval of Agenda*
- VI. *Awards and Recognitions*
  - A. New Hires for the month of August 2024

[New Hires Aug 2024.pdf](#)

- B. Years of Service Certificate for the Month of August 2024 presented to :  
Juanita Trujillo - 5 Years
- C. Recognition of Taos County Central Dispatch - New Mexico Law Enforcement Academy Telecommunicator Graduates - Roberto Zaragoza, E-911  
Communications Director  
Renee Maestas - Class #163 - May 24, 2024  
Felice Vasquez - Class #164 - August 30, 2024  
Gabiella Varos - Class #164 - August 30, 2024  
[E911 staff.pdf](#)

VII. **Public Comments**

- A. Members of the public wishing to speak shall limit their comments to 3 minutes.  
No action may be taken.

VIII. **Minutes**

- A. Approval of the August 20, 2024 Regular Meeting minutes  
[minutes 8-20-24.pdf](#)

IX. **Public Hearing**

- A. Discussion, consideration and decision regarding an application for a Restaurant Beer and Wine License with on premises consumption and patio service from the Golden Pinon Restaurant - Jamie Ramirez, Golden Pinon  
[Public Hearing.pdf](#)

X. **Resolutions & Ordinances**

- A. Discussion, consideration and decision regarding the approval of Resolution No. 2024-42, A Resolution suspending the five dollar (\$5.00) minimum penalty on delinquent property taxes and imposing the statutory civil penalty for tax year 2024  
[2024-42 R.pdf](#)
- B. Discussion, consideration and decision regarding the approval of Resolution No. 2024-43, A Resolution authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority - Chris Muirhead, Modrall Sperling  
[2024-43 R.pdf](#)
- C. Discussion, consideration and decision regarding the approval of Resolution No. 2024-44, A Resolution repealing and replacing appendix 1 of Ordinance No. 2020-6 Setting Solid Waste Fees pursuant to Section 13 - Jason Silva, Deputy County Manager  
[2024-44 R.pdf](#)
- D. Discussion, consideration and decision regarding the approval of Resolution No. 2024-45, A Resolution approving physical inventory for Taos County assets - Elsa Vigil, Chief Procurement Officer  
[2024-45 R.pdf](#)  
[For Resolution 2024-45.pdf](#)

XI.

**Contracts, Agreements, MOU's & Bids**

- A. Discussion, consideration and decision regarding granting authority for the County Manager to sign the final contract TCC 2024-38 WHPacific for On-Call Engineering Services - Elsa Vigil, Chief Procurement Officer  
[TTC 2024-38.pdf](#)
- B. Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3172. To plan, design, construct, renovate, furnish and equip improvements, including roof replacement and accessibility compliance for the El Prado Community Center - Christopher Madrid, Deputy County Manager  
[El Prado Comm center.pdf](#)
- C. Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3176. To plan, design, construct, renovate, equip and furnish the Historic County Courthouse - Christopher Madrid, Deputy County Manager  
[Historic Courthouse grant.pdf](#)
- D. Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3168. To conduct a feasibility study for constructing an animal shelter - Christopher Madrid, Deputy County Manager  
[Animal shelter grant.pdf](#)
- E. Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3166. To plan, design and construct parking lot paving at the Llano Quemado Community Center - Christopher Madrid, Deputy County Manager  
[Llano Q comm center.pdf](#)
- F. Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3169. To purchase and equip patrol vehicles for the Sheriff's Office - Christopher Madrid, Deputy County Manager  
[Sheriff office grant.pdf](#)
- G. Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3170. To acquire land for and to plan, design, construct, renovate, purchase, furnish and equip the Talpa Community Center, including a parking area, a storage unit and automatic gates - Christopher Madrid, Deputy County Manager  
[Talpa Comm Center grant.pdf](#)
- H. Discussion, consideration and decision regarding the acceptance of a Housing and Urban Development (HUD) Federal Grant Award B-22-CP-NM-0620 to construct and install ADA bathrooms, ADA ramp, and HVAC Systems for the Historic County Courthouse construction project - Christopher Madrid, Deputy County Manager  
[HUD County Courthouse.pdf](#)
- I. Discussion, consideration and decision regarding the acceptance of Small Business Administration (SBA) Federal Grant Award SBAHQ2410119 to leverage Taos County's Rural Community Center network to support small business development and promote workforce opportunities - Christopher Madrid, Deputy County Manager

- J. Discussion, consideration and acceptance of a grant from New Mexico Tourism Department Destination Forward Grant Program to support interior construction and finishes of the Historic County Courthouse - Jessica Stern, Economic Development Director  
[Tourism grant Courthouse.pdf](#)
- K. Discussion, consideration and acceptance and role as fiscal agent on behalf of the Peñasco Valley Historical Preservation Society for a grant from New Mexico Tourism Department Destination Forward Grant Program to support architectural and engineering planning and design for the renovation of the historic St. Anthony School in Peñasco - Jessica Stern, Economic Development Director  
[Fiscal Agent Penasco.pdf](#)
- L. Discussion, consideration and acceptance of a grant from Department of Finance and Administration in the amount of \$787,500.00 to hire full-time Firefighter and Emergency Medical Technician positions in the Fire and Rescue Department - Mike Cordova, County Fire Chief  
[House bill 2.pdf](#)

XII. **Department Matters**

- A. Discussion, consideration and approval of 4 new positions for the Fire and Rescue Department, the positions will be 3 Firefighter/EMT's and 1 Shift Lieutenant - Mike Cordova, County Fire Chief  
[Fire positions.pdf](#)
- B. Discussion, consideration and decision regarding the approval of a Change Order Request for structural shoring due to water damage at the Historic County Courthouse - Richard Sanchez, Project Manager  
[Change Order.pdf](#)

XIII. **Consent Agenda**

- A. Approval of a Budget Adjustment to appropriate funds to cover the increase in annual contract expenses for Honeywell and TK Elevator Contracts - Emily Rowlinson-Elliott, Finance Director  
[BAR Honeywell TK Elevator.pdf](#)
- B. Approval of a Budget Adjustment to allocate funds to the appropriate fund for the purchase of a new motor for the Senior Center vehicle repair - Emily Rowlinson-Elliott, Finance Director  
[BAR senior center vehicle.pdf](#)
- C. Discussion, consideration and decision regarding the approval of contract TCC 2024-31 FacilityBuild Inc for the completion of classrooms, storage area and install lighting in the arena area at the Juan I Gonzales Agricultural Center Gilberto Jaramillo, Facilities Director  
[TCC 2024-31.pdf](#)
- D. Discussion, consideration and decision regarding the approval of purchase of Phase II for upgrade to existing audio-visual system in the Taos County Commission Chambers procured a sole source with the MIS (0101-1200) fund. - Elsa Vigil, Procurement Officer  
[Chambers Tech.pdf](#)



- E. Approval of DFA Resolution No. 1, 2024-2025 Final Budget, to establish a budget for equipment and machinery related to the Veterans Cemetery project, 20-E2463 - Emily Rowlinson-Elliott, Finance Director  
[DFA 1.pdf](#)
- F. Approval of DFA Resolution No. 2, 2024-2025 Final Budget, increase to the Senior Program ARPA - Transportation Expense and revenue line items - Emily Rowlinson-Elliott, Finance Director  
[DFA 2.pdf](#)
- G. Approval of DFA Resolution No. 3, 2024-2025 Final Budget, to establish a budget for expenses and revenue associated with the Veterans Cemetery Phase II, project 23-H3227- Emily Rowlinson-Elliott, Finance Director  
[DFA 3.pdf](#)
- H. Approval of DFA Resolution No. 4, 2024-2025 Final Budget, to establish a budget for expenses associated with the Veterans Cemetery Phase Capital Overrun, project 22-ZH5040 - Emily Rowlinson-Elliott, Finance Director  
[DFA 4.pdf](#)

XIV. **County Manager's Report & Matters**

- A. Update to County Commission on various items affecting Taos County – Brent Jaramillo, County Manager
- B. Veteran's Cemetery Update - Richard Sanchez, Construction Manager
- C. Historic County Courthouse Update - Richard Sanchez, Construction Manager
- D. General Construction Update – Richard Sanchez, Construction Manager
- E. Discussion, consideration and decision regarding canceling the November 5, 2024, Regular Meeting due to Election Day - Brent Jaramillo, County Manager  
[Managers election day.pdf](#)

XV. **Commissioner's Report & Matters**

- A. New Business to be considered at a future Commission Meeting
- B. Commissioner's Announcements
- C. Board/Committee Reports:  
North Central NM Economic Development District
- D. Request for out of state travel on actual reimbursement for Commissioner AnJanette Brush to attend the Mountain Towns 2030 Climate Solutions Summit in Jackson, WY October 15-16, 2024.  
[commisson.pdf](#)

XVI. **Adjournment**

**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, contact the Taos County Administration Office located at 105 Albright Street, Suite G, Taos, New Mexico as soon as possible or call (575) 737-6300.**



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** New Hires for the month of August 2024

---

[New Hires Aug 2024.pdf](#)



Brianna Fernandez  
Assessor's Receptionist



## August 2024 New Hires



Jeffery Mandonado  
Road Maintenance Operator II



Tomas Medina  
Firefighter/EMT



Carlos Martinez  
ADC Cadet



Zephanaya Lovato  
Elections Specialist



Maija Santistevan  
ADC Cadet - Casual



Lawrence Torrez  
ADC Cadet





# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Years of Service Certificate for the Month of August 2024  
presented to :  
Juanita Trujillo - 5 Years

---



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**Recognition of Taos County Central Dispatch - New Mexico Law Enforcement Academy Telecommunicator Graduates - Roberto Zaragoza, E-911 Communications Director**

**SUBJECT:**

**Renee Maestas - Class #163 - May 24, 2024  
Felice Vasquez - Class #164 - August 30, 2024  
Gabriella Varos - Class #164 - August 30, 2024**

---

[E911 staff.pdf](#)



# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	<b>Roberto Zaragoza</b>	<b>Presenters Title</b>	<b>E-911 Communications Director</b>
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

***Recognition of Taos County Central Dispatch – New Mexico Law Enforcement Academy Telecommunicator graduates.  
Renee Maestas – Class # 163 – May 24, 2024  
Felice Vasquez – Class # 164 – August 30, 2024  
Gabiella Varos – Class # 164 – August 30, 2024***

***Taos County Central Dispatch – Training Emphasis / 100% of Staff are certified telecommunicators.***

Signature/Date of person picking up final documents:



## **Taos County**

### **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Members of the public wishing to speak shall limit their comments to 3 minutes. No action may be taken.

---





# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Approval of the August 20, 2024 Regular Meeting minutes

---

[minutes 8-20-24.pdf](#)



**TAOS COUNTY BOARD OF COMMISSIONERS**

**Regular Meeting Minutes**

**Tuesday, August 20, 2024**

**9:00 AM**

**Taos County Commission Chambers at the Taos County Administrative  
Complex – 105 Albright Street – Taos, New Mexico 87571.**

**F.R. Bob Romero  
Commissioner District I**

**Miguel Romero Jr.  
Commissioner District II**

**Darlene J. Vigil  
Commissioner District III**

**AnJanette Brush  
Commissioner District IV**

**Ronald J. Mascarenas  
Commissioner District V**

**I. Call to Order**

The meeting was called to order by Chairman F.R. Bob Romero at 9:10 a.m.

**II. Roll Call**

Roll call was taken by County Clerk, Valerie Montoya.

Present were:

Chairman, F.R. Bob Romero, District I

Commissioner Miguel Romero, District II

Commissioner Darlene Vigil, District III

Commissioner, AnJanette Brush, District IV

Vice-Chair Ronald Mascarenas, District V

Also Present:

Brent Jaramillo, County Manager

Patrick Trujillo, Attorney

Andy Jones, Senior Planner

Jason Silva, Deputy County Manager

**III. Pledge of Allegiance**

The Pledge of Allegiance was led by Commissioner Darlene Vigil.

**IV. Salute to the Flag of New Mexico**

A. "I salute the Flag of the State of New Mexico, the Zia symbol of perfect friendship among united cultures."

V. Approval of Agenda

Commissioner Darlene Vigil made a motion to approve the agenda as presented. Commissioner Miguel Romero seconded. A roll call vote was taken indicating the following:

Commissioner Miguel Romero	Yes
Commissioner Darlene Vigil	Yes
Commissioner AnJanette Brush	Yes
Vice-Chair Ronald Mascarenas	Yes
Chairman F.R. Bob Romero	Yes

Motion carried.

VI. Public Comments

A. For public comment please phone 575-737-6310. Members of the public wishing to speak shall limit their comments to 3 minutes. No action may be taken.

Will Jaremko-Wright, Agricultural Extension Agent, invited the commission and public to the Taos County Fair which will take place on August 22 – 25, 2024.

Donna Karr, Leanne Mitchell, Jim Riley and Jen Havens from Taos Feline Friends (TFF) provided information to the commission about the kind of services that are provided from the non-profit organization to the community, which includes spay/neuter and micro-chipping of pets. A funding request was made to the commission to help continue to provide these types of services free of charge to pet owners.

VII. Minutes

A. Approval of July 29, 2024, Commission Special Meeting Minutes

Commissioner AnJanette Brush made a motion to approve the July 29, 2024, Special Meeting Minutes as presented. Commissioner Darlene Vigil seconded. A roll call vote was taken indicating the following:

Commissioner Miguel Romero	Yes
Commissioner Darlene Vigil	Yes
Commissioner AnJanette Brush	Yes
Vice-Chair Ronald Mascarenas	Yes
Chairman F.R. Bob Romero	Yes

Motion carried.

B. Approval of the August 6, 2024, Regular Meeting Minutes

Commissioner AnJanette Brush made a motion to approve the August 6, 2024, Regular Meeting Minutes. Vice Chairman Ronald Macarenas seconded. A roll call vote was taken indicating the following:

Commissioner Miguel Romero	Yes
Commissioner Darlene Vigil	Yes
Commissioner AnJanette Brush	Yes
Vice-Chair Ronald Mascarenas	Yes

Chairman F.R. Bob Romero

Yes

Motion carried.

# VIII. Public Hearing

A. Discussion, consideration, and decision regarding the Proposed Ordinance 2024-4, An Ordinance amending Ordinance 2018-2, Taos County Land Use Regulations, for the Purposes of Regulating Short-Term Rental of Dwelling Units Located Within the County of Taos; Providing for an Annual Short-Term Rental Permit; Prescribing the Number of Permits Available; Providing Operating Rules for Short-Term Rental Units; Providing Penalties for Violation and Enforcement; and Requiring Zoning Clearance and Registration of Short-Term Rental Units – Andy Jones, Senior Planner Discussion, consideration and decision regarding the purchase of approximately 2.92 acres of real property located at 226 Cruz Alta, Taos, NM 87571 – Brent Jaramillo, County Manager

Senior Planner, Andy Jones presented the proposed 2024-4 Ordinance pertaining to Taos County Short Term Rentals. The ordinance has incorporated feedback from work study sessions with the Board of Commissioners on four separate occasions over the past 15 months. Additionally, Planning staff and County Manager Jaramillo held an informational meeting for the public on Monday, August 12, 2024, in the Commission Chambers and was attended by 60 individuals, who asked questions and expressed their concerns and or support of the draft ordinance. The Planning Commission has recommended more clarity on Section 4.19.3 A10 and 4.19.3 B11 regarding the requirements of owner occupied and non-owner-occupied applicants to provide proof of availability. Mr. Jones stated that he did a revision to the draft ordinance to incorporate the changes requested by the Planning Commission, which was provided to the County Commission.

After staff discussions, one concern was that it was felt that there should be changes geared toward accommodating legal non-conforming resort facilities. These would be developments that predate the Land Use Regulations and were originally developed with vacation rental as a part of their business model. Which means that this amendment would allow Short Term Rental units to be registered in those developments without counting towards the permit cap. This amendment could be considered in today's draft ordinance, or it could be part of a future amendment to allow for more discussion. Mr. Jones also asked the commission and public to keep in mind that this ordinance is a living, breathing document. The ordinance will continue to review and assess its effectiveness and impact and make changes to better accomplish the goals of the Commission. Mr. Jones went over some definitions that are listed in the ordinance and explained them for better clarification.

***Short-Term Rental, aka STR-*** A lease or license of any dwelling unit, accessory dwelling unit or bedroom for a term of 30 days or less.

***Owner-occupied*** – A dwelling unit that is the owner/operator's primary residence or an accessory dwelling unit or bedroom that is located on the same legal lot or parcel of record as the owner/operator's primary residence.

***Non-Owner occupied*** – A dwelling unit that is not the owner/operator's primary residence or is not an ADU located on the same legal lot or parcel of record as the owner/operator's primary residence.

Senior Planner, Andy Jones continued with this presentation and stated that the permitting cap being proposed is 400 units and in the current draft of the ordinance, that number is inclusive of both tiers. Once the cap is reached, no new permits will be issued until an existing permit expires or is revoked. At that

131 point applications shall be accepted and added to a wait list. Under the Home Occupation standards, staff  
132 has allowed the permitting of short-term rentals through Section 4.8.1 of the Land Use Regulations, so the  
133 existing home occupation permits are currently estimated at 220-230 as of this past week. Those  
134 applications/permits will be honored if those owners/operators maintain their Taos County business  
135 registration and if they are able to adhere to the operating standards that are being proposed in the draft  
136 ordinance. In cases where property changes ownership the permit will expire, they are non-transferable.  
137 Other points to highlight include that only one short-term rental permit will be issued per owner number  
138 per property/lot/parcel. Short-term rental units are not allowed in structures that could not receive a  
139 building permit, such as recreational vehicles, tiny homes on axles, yurts or tents.

140 Terms and cap exemptions, there are two tiers which are owner occupied and non-owner occupied.  
141 Owner occupied is as it sounds, it's a short-term rental at the owner operator's primary residence. This  
142 includes casitas. Non-owner occupied are typically second homes or investment properties and this is  
143 estimated to be 80%-90% of short-term rentals in Taos County. The existing home occupation permits  
144 that are going to be honored don't count the affordable housing exemption and the long-term primary  
145 residence.

146 The affordable housing exemption would be in a situation where the owner has property that they are able  
147 to rent out long-term at an affordable rate as defined by our affordable housing ordinance. If the property  
148 owner is able to that and provide that long term rental, then that owner/operator can have a short-term  
149 rental and that would not count toward the cap.

150 The long-term residence exemption would be that the owner/operator can demonstrate both primary  
151 residence and ownership of the property for 10 years or longer. They would be able to have a short-term  
152 rental and that would not count towards the cap.

153 If this ordinance is approved today, the timeline is that there will be a 60-day effective date and that will  
154 start as soon as the ordinance is recorded in the County Clerk's office. During the 60-day period, staff will  
155 begin working on the necessary application documents, letters will also be sent out to all identifiable  
156 property owners informing them of the application process. Regarding the Home Occupation permit  
157 holders, staff will send out letters informing them of their status and what they will need to maintain that  
158 status.

159 Commissioner AnJanette Brush asked for clarification on the Affordable Housing Exemption, does that  
160 mean the exemption is for both caps, meaning capped from the 400 permits and the 1 person.

161 Senior Planner, Andy Jones replied that there is language to where those Affordable Housing units could  
162 also be exempt from the one person, one per parcel.

163 Commission AnJanette Brush mentioned the notification process to the public and asked if staff would be  
164 ready to start the application process in October. It is important that going forward that we take care of  
165 our staff and public and not overwhelm either side with any new processes.

166 Senior Planner, Andy Jones expressed that staff would be taking those 60-days to prepare for the new  
167 processes that need to be in place, streamline the application process effectively and get an online portal  
168 up and running to make it easy for both the applicants and staff.

169 Commissioner Darlene Vigil asked Mr. Jones what would happen if the commission did not approve this  
170 ordinance today, what would be the anticipation of staff.

171 Senior Planner, Andy Jones expressed that staff's concerns would be that the Planning Department would  
172 be inundated with last-minute applications under the current standards, which has already come to fruition

173 in the past week, the department has received over 30 applications in just a weeks' time and those will be  
 174 honored. This ordinance automatically repeals the Home Occupation standards for Short-Term Rental so,  
 175 if this were to be delayed there would more than likely be an increase in those applications. In terms of  
 176 revenue collection, it would be a missed opportunity.

177 Commissioner Darlene Vigil referred to the definition of Owner-Occupied, which means that the person  
 178 needs to live on the property in order to benefit from definition and her concern is that we want to make  
 179 sure that the locals who are now able to or have been working on a short-term rental that they may have  
 180 inherited from a family member, and they are wanting to make some extra income. It could take them  
 181 longer to meet the requirements for a short-term rental. The concern is that it is owner occupied, that  
 182 means you must live on that site and that might not always be the case and locals would not benefit.

183 Senior Planner, Andy Jones understood Commissioner Vigil's concerns and believes that is one of the  
 184 many things that will be assessed as staff moves forward and could be amended later. Also, keep in mind  
 185 that the staff is in the early stages of rewriting the Land Use Regulations and the standards of the  
 186 regulations will be reviewed.

187 Commissioner Miguel Romero stated that he is looking at this in a different way, there have been many  
 188 discussions, questions and concerns about Short-Term Rentals and here we are making another ordinance  
 189 through the Planning Department. Commissioner Romero asked if this would cause the application for  
 190 building permit process to become slower, would there be enough staff. Commissioner Romero also  
 191 asked about those people that come in to start the application process and they don't have everything  
 192 required, would the department issue a vacancy to take care of it and come back.

193 Senior Planner, Andy Jones explained that the Planning Department has different divisions, which include  
 194 Planners, Rural Addressing, Building Division and Mr. Jones does not believe that this will impact the  
 195 building permits, this would be an all-hands-on deck situation. Currently the department isn't seeing a lot  
 196 of Subdivision applications or Special Use permits during that time of year. Mr. Jones addressed the  
 197 concern about people having to come back if not all requirements aren't met and stated that staff will be  
 198 thorough and really clear about what will be needed.

199 Commissioner AnJanette Brush asked how it would work for those Short-Term rentals that are currently  
 200 in Taos County that are permitted or not because they may have bookings for the upcoming holiday  
 201 season. If this ordinance is approved today and goes into effect in October, how would that play out?

202 Senior Planner, Andy Jones envisions that numerous applications will be submitted and does not see that  
 203 staff will be actively going after them for lack of compliance, of course depending on the situation, they  
 204 will be given the opportunity to become compliant. If down the road the cap is met at the 400 permits,  
 205 then code enforcement would become more active.

206 Chairman Bob Romero referred to the ordinance highlight tiers and cap exemptions, it says, estimated  
 207 second home or investment properties, estimated to be 80%-90% of Short-Term rentals in Taos County  
 208 and asked if that percentage includes the Town of Taos and other municipalities and asked if the 400 cap  
 209 includes both owner-occupied and non-owner occupied in the final draft.

210 Senior Planner, Andy Jones informed the Chairman that the percentage is estimated based on what staff  
 211 has through their current occupation permits within the County. Taos County Short-Term rentals account  
 212 for about a little more than 50% of the total Short-Term rentals in Taos County. About the cap the draft  
 213 that was made available to the public on August 1<sup>st</sup> does include owner-occupied and non-owner  
 214 occupied, both counting toward the cap. Mr. Jones mentioned that the Planning Department

215 recommended that Owner-occupied be exempt from the cap, so a draft was prepared replacing the  
216 language of the long-term primary residence cap with the exemption for owner occupied.

217 Commissioner Darlene Vigil asked if additional staff for the Planning Department were budgeted in the  
218 new budget.

219 County Manager, Brent Jaramillo clarified that that one position was budgeted for, however it was for the  
220 Building Permit division.

221 Commissioner AnJanette Brush asked if there is a plan for different methods of communication to get this  
222 information out to the public about the permitting process and requirements.

223 Senior Planner, Andy Jones stated that notification is part of the strategy and develop a plan for ads, press  
224 releases, publication of the ordinance, some social media and word of mouth.

225 Commissioner Darlene Vigil asked Mr. Jones what was done to reach out to the public about this  
226 ordinance.

227 Senior Planner, Andy Jones mentioned that the draft ordinance was available for review since last  
228 summer, since the finalization of the draft ordinance which was presented in October and it was on the  
229 Taos County website, there were public information meetings. There have been numerous calls and  
230 emails, and staff will continue to provide as much information as possible to the public. He also  
231 mentioned that he had a meeting with the Taos County Realtor Association last fall.

232 **Public Comment:**

233 *Diane Dau, Talpa resident:* I believe we are in a recession whether our government, or federal  
234 government will acknowledge that or not. We have a high housing crisis here in Taos for sure, we have  
235 9.3% sales tax, which is the highest in the state and the housing shortage. I believe has a lot to do with  
236 short-term housing. I found myself homeless 1 ½ years ago, I was renting and the owner decided he no  
237 longer wanted to rent long-term. After some time, I found a place in Talpa, and I helped my landlord  
238 finish the unit so I could have a place to live for \$1,100 a month for two tiny little rooms and a bathroom  
239 and the outside is a junkyard. If I were living in the city, they would call it a ghetto, the landlord has five  
240 units there and he rents them all out for an exorbitant amount of money because he can get it and I really  
241 feel that the short-term housing situation has created this along with the fact that we don't have enough  
242 affordable housing. I believe that we should not even be looking at increasing this cap, why would we  
243 want to increase it when we have such a crisis here. We have people here who are leaving the community  
244 who have lived here all their lives because they can't afford to stay here, it's ridiculous. I think we should  
245 be hiring more people to make sure that according to what was stated is complied with because there's  
246 probably 800 units out there right now that are being rented out as short-term rentals, why? Because there  
247 is no code ordinance or enforcement. I will give you an example of something that has affected the entire  
248 community, Patrick from Southwest Sewing & Vac, he was here for years and years and years, his  
249 landlord, Larry Hines, died and Patrick rented his commercial business space from Mr. Hines and a home  
250 from him, well Mr. Hines daughter inherited everything, and she lives in Hawaii, and she increased the  
251 rents way up. Patrick couldn't afford to live here anymore and moved back to the Midwest. The entire  
252 community is suffering because we must go to Santa Fe now, if we want to buy a vacuum or have one  
253 fixed and the same thing with sewing machines. So, my opinion is don't increase the cap, we already have  
254 a crisis.

255 *Melissa Lind, 14-year Taos resident:* I was born in Alamosa and when I first moved to Taos, I worked as  
256 waitress at the Stray Dog and my husband was a snowmaker at the Ski Valley and despite our college



257 education, we were on food stamps for four years because of lack of working opportunities. My degree is  
 258 in landscape architecture. We rented five different homes over ten years before we could buy a home and  
 259 to make ends meet, I design websites, I do photography, my husband is a paramedic in the Ski Valley and  
 260 in Espanola. We own a short-term rental that has been permitted for three years and all these jobs are  
 261 required to pay the bills, and we still scramble. It is the Taos shuffle, and we are in it daily, Taos is a hard  
 262 place to make a living, but I've always believed it is this same struggle that cultivates a creative culture  
 263 here that has no comparison. I closed on a property last week with four working class co-owners. We  
 264 have been lining up this purchase for six months for the purpose of creating a second STR, it takes 2-8  
 265 weeks to put together the paperwork necessary for the current STR permit. If this ordinance passes today,  
 266 we will lose our property at a loss. We only learned about this ordinance a week ago, we agree the  
 267 number of STR's should be limited but why not allow locals to own more than one non-owner-occupied  
 268 STR. If national stats hold for Taos County, only about 5% of STR's are locally owned, imagine if 50%  
 269 were locally owned or 95% were, this money would stay in the community. I have multiple friends who  
 270 operate more than one STR in Taos, there is an ER nurse, a teacher, a graphic designer, an architect and a  
 271 marketing specialist and we all make incredible hosts and provide stellar experiences, and we also provide  
 272 living wages for cleaning and maintenance crews. The income is necessary for all these people to pay the  
 273 bills, and I want that opportunity for other people who work hard in Taos. If we lose this property, I will  
 274 have to let go of three women and children who help me maintain and clean. I'm asking that all the new  
 275 permits being opened be for residents only, I would like to co-own and operate four, as my retirement  
 276 plan, I would buy a hotel if I could. Please consider delaying the vote on this ordinance and allowing  
 277 more opportunity for locals, not less. This is a huge opportunity for you to open living wages for Taos  
 278 working people, because we need it. Thank you for your time.

279 *Kurt Edelbrock owner of Quail Ridge:* I really appreciate what Andy has worked with us. First, I wanna  
 280 make it clear that I'm speaking just for myself on this matter, and for the many others who may lose their  
 281 properties, either by being forced to sell or to lose it for lack of income, unable to depend on this income  
 282 from the short term rentals to pay the mortgage while they work hard and they may be out town or  
 283 whatever but they are sharing the property with short term rentals while creating a place they can come  
 284 back to and live out the rest of their life as such. I've heard this story more than a dozen times over the  
 285 last month, putting the burden on short-term rentals to fix the housing crisis that exists here in Taos and  
 286 throughout much of the county will not work. May I recommend, plan, not ban! In your last county  
 287 commission meeting, you banned a proposal for the community that would include workforce housing,  
 288 low-income housing and affordable housing. That project could have been at the start of the county plan  
 289 to include housing needs within the community. Taos County will continue to grow, writing the county  
 290 ordinance requiring future large developments to include housing needs, seems to be more realistic than  
 291 taking away property rights that is guaranteed in the U.S. Constitution. I am confused, that if there's a  
 292 housing problem or is it not a problem, so let's rather build than take. It's also my belief that this  
 293 ordinance may be setting the county up for many lawsuits and it will hurt the communities in this county.  
 294 I totally sympathize with the current housing problem in Taos County, but I do not believe this will solve  
 295 it. It's quite possible that it may reduce the number of visitors since there will be fewer places like short-  
 296 term rentals for them to have their kitchens and a place for the whole family to hangout. If that's the case,  
 297 there'll be less people coming, I don't have proof of this, but it's something to consider. I also  
 298 acknowledge that by the county format for acquiring short-term rental it has always been confusing at  
 299 best, so many have thought that all the needed was a building permit. I do thank this author and he's done  
 300 a great job in recognizing facilities that were designed specifically for short-term rentals like the resort.  
 301 Lastly, the official notice was really tough to note that this meeting was happening. Thank you very much  
 302 and I appreciate you listening.

303 *Linda Calhoun, Mayor of Red River:* Red River is just a little bit different; we are a completely tourist-  
 304 based economy, we do not have the multi-generational families like it is in so many other places in the  
 305 county. We also have very small parcels of land, and we're surrounded by the national forests, our land is  
 306 very limited. I reached out to the Tourism Department on the economic impact of that this could have on  
 307 the Town of Red River and the average visitor spends from \$165- \$400 a day based on the time of year  
 308 and of course during the peak times it's going to be much higher. So, I just based it off of \$250 a day for  
 309 the average spending and we have about 80 short-term rentals, in the Upper Valley, Bitter Creek and Bob  
 310 Cat Pass areas, so I based it on 70 and an occupancy of 700 and based off of \$250 a day and 600 people,  
 311 that comes out to a spend of \$150,000 per day and \$50,000 of that can go towards lodging because 1/3 of  
 312 that is spent on lodging and the other 2/3's is spent on retail, restaurants, entertainment and recreation.  
 313 The income impact of \$15 million for the Town of Red River if you limit our short-term rentals and that's  
 314 just a very conservative estimate of what the town would be dealing with. There are also concerns about  
 315 the limits on weddings and events through the ordinance because we have many families that come and  
 316 rent multiple homes, they have weddings outside because it's so beautiful, they have family reunions and  
 317 so this would hurt our economy. I went through all the houses I could think of in the Upper Valley and  
 318 there's only maybe one that is rented out long term, the rest of them are second homeowners. They come  
 319 and spend the entire summer or winter, so it really doesn't work for our economy on how our people are  
 320 using that. Red River is working on a short-term ordinance right now, and we've been working on it for  
 321 probably as long as you guys have and it's very difficult, so I understand what you're going through.  
 322 What we are very focused on is the safety of our tourists, so I support the fire inspections, the parking  
 323 limitations and the occupancy limits and that has to all be in place. I also understand the importance of  
 324 collecting taxes to keep our government running but I would as a Real Estate person, this does lower real  
 325 estate values causing them to be reduced by about 1/3. So, I would oppose the ordinance as written, and I  
 326 would request that maybe you consider excluding Red River from the cap. Thank you.

327 *Commissioner Darlene Vigil:* Thank you for being here Linda, I appreciate you coming in. I couldn't  
 328 quite write down all the numbers you were giving us, but the 80 short-term rentals that you referred to, is  
 329 that outside the municipality?

330 *Linda Calhoun, Mayor of Red River:* Yes.

331 *Commissioner Darlene Vigil:* Okay, so out of those 80 short-term rentals do you know how many are  
 332 conforming or non-conforming?

333 *Linda Calhoun, Mayor of Red River:* I do not.

334 *Commissioner Darlene Vigil:* Okay, I am just trying to figure out a lot of those folks may be okay already  
 335 and if they are your numbers are not going to be accurate.

336 *Linda Calhoun, Mayor of Red River:* So, if they're conforming already, they can go forward with their  
 337 permit, or do they still have to start over?

338 *Andy Jones, Senior Planner:* No, if they have a current home occupation permit which is our current  
 339 standard then we're honoring those permits and as long as they adhere to the operating standards and  
 340 maintain their business license.

341 *Commissioner Darlene Vigil:* My point is that those numbers are really hard to take when we don't know  
 342 how many of them are conforming and how many are not. I get your concerns, but I guess I'd have to ask  
 343 how many second homes there are, and they don't rent them out and are just used as vacation homes.

*Linda Calhoun, Mayor of Red River:* I'm guessing there's probably 400-500 homes in the Upper Valley, I can get those numbers, but I was just made aware of this ordinance a couple of days ago. The economic impact is what is important to us and if the numbers are limited, it will impact us.

*Brian Chavez:* Thank you for the opportunity to speak. I want to begin by thanking the commissioners for the work that you do to serve our community and the care that you have taken in writing this ordinance and amendment to support Affordable Housing. Being Chavez, I was born and raised in Albuquerque, not here but I moved here a few years ago with my wife and my son because I want to raise my son here in Taos, we love Taos, and we feel fortunate to make a living and contribute to the community. I am a regular volunteer at my son's school, Arroyos del Norte, at Shared Table Food Pantry and I am on the board of local astronomy club and a hockey coach. My wife is a professor at UNM, and she is also a volunteer at Shared Table, and we care deeply about this community because this is our home. We have one short-term rental unit and one long term Section 8 rental unit, and we love the fact that the tourists staying in our short-term rental subsidize the rent for a local veteran staying in our Section 8. We applaud the commission for recognizing this kind of restriction in this amendment, we would like to urge the commission to go even further because as a local county resident, the income earned by our short-term rental goes directly back into the local economy. This is a sharp contrast to the many short-term rental owners that live out of state and the out-of-state corporate owners of hotels, the income that we earn through our rentals is spent here. We understand that nationally about 95% of short-term rentals are owned by people who live outside the local community and Taos is likely no exception. We also agree that it makes sense to limit non-local owners to a single short-term rental, but not all permit seekers should be treated the same, we are urging the commission to make an exception for local property owners like ourselves beyond owner-occupied dwellings allowing more than one short-term rental for our county residents, is good for the local economy and ensures that the income generated by tourists stays in Taos County. Please allow changes to the definition of an owner-occupied to include any permanent Taos County resident owner. Lastly, we saw this draft for the first time on Thursday and I am grateful that my schedule allows me to be here to join the meeting today, we know many local residents, cleaners and property managers whose livelihoods will be significantly affected by this decision. Many of these people are unable to attend today because they are working. The adoption of this amendment is critically important to the decision for our county, please take more time to hear from local residents whose livelihoods depend on short-term rentals before voting for this amendment. We don't want to increase the number of people requiring affordable housing by implementing this ordinance incorrectly. Thank you.

*Amy Bobrick, Santa Fe resident:* I am here as the Secretary of New Mexico Short Term Rental Association, which is a non-profit 501(c) (6) organization working to ensure fair, not overreaching regulations and promoting hosting in a responsible manner and protecting personal property rights. Our organization sponsored the economic impact study on short-term rentals in New Mexico, the findings overview was quite incredible. (Packets of the information was provided to the commission) The direct visitor spending in New Mexico was \$746 million, the total economic impact was \$1.1 billion, total jobs generated in the state was \$14,555, state and local tax generated was \$109 million. Most government officials rank tourism as important to their local economics, and government officials can guess spending as highly important to their jurisdiction, second only to property values and Taos County is a big part of this. The platform such as Airbnb and VRBO automatically collect and pay lodger's tax and gross receipts taxes, we do not believe that the tax code for short-term rentals, owner-occupied should be charged from residential to commercial and I realize that that's not really in your ordinance this far, but it usually goes to that, the highest and best use is still residential. On a personal level, I have a short-term rental vacation home in Taos Canyon, 2 miles past Shady brook, it is permitted, and it's been permitted since I bought it three years ago. Before I bought it, I actually checked with the county to make sure that I

390 was not going to purchase something that I couldn't rent. It does not create affordable housing to have  
 391 short-term vacation homes because people enjoy them and they want to use their own homes and they're  
 392 not going to rent them out long term, but I do appreciate what is in the ordinance. I am a Realtor in Santa  
 393 Fe, and I do know the importance of fair housing and rent and for the people that need jobs in the county  
 394 and work in the ski areas or restaurants, cleaning people and landscapers, we hire them to maintain the  
 395 homes. I am currently in the process of re-stuccoing my short-term rental and I rely on that money to pay  
 396 for the upkeep and maintenance of the house, and I stay up here a lot, almost half the time. Thank you.

397 *Justin Goram:* I didn't actually come prepared to speak today, but it occurred to me that I don't know if  
 398 enough information was considered on this and I think it probably has because I've known Andy for some  
 399 years, and he's done a lot of research. Some things that I have seen in my area are that most of the houses  
 400 that were sold in my area were sold to people coming from out of state, nothing is being provided for  
 401 local housing. Half of my client base is in Taos County and the rest are in Taos Ski Valley for short-term  
 402 rentals. Those that are affected by this are looking at either leaving it empty or selling it to somebody  
 403 who'd probably leave it empty to use as a second home so, I'm kind of seeing mixed things about it. I'm  
 404 not sure if that information has been considered on this as well, but I thought I'd mention it so it could be  
 405 considered because I think that it is something that would have a huge impact. We own a small company  
 406 that relies on tourism, I've been in the tourism industry since I started working at 13, mostly in the  
 407 restaurant industry, I've lived in Red River, Questa and outside of Taos and there has been a lot that  
 408 tourism has been able to provide for my family. It's been the only way that my family has been able to  
 409 survive in Taos without working multiple jobs, which is surprising because most people I know work  
 410 multiple jobs. Thank you.

411 *Pamela Stein:* Thank you, commissioners, for the opportunity to speak. I am a renter, and I am feeling  
 412 like I am in a trapped situation, I moved into my casita in the beginning of November, and I lived in New  
 413 Mexico for 30 years, I am a massage therapist and have served many tourists, I've done over 10,000  
 414 treatments and I believe that I represent what makes New Mexico special. I am a deeply spiritual person, I  
 415 live simply, and I give, and people on my table have relieved their stress and have deep experiences. I am  
 416 an independent contractor I pay high taxes and everything. On a massage therapist income, I have been  
 417 able to support myself in New Mexico and I am able to travel a little or take a vacation. However, I am  
 418 now in a position where my landlord needs my casita back, I have been looking for two months now and  
 419 there is nothing out there, 25% of what is on Craigslist are scams, I cannot tell you what I have been  
 420 through. It's people taking the opportunity to take their motor homes off Airbnb to charge \$1,500, I need  
 421 laundry, I need a bathtub, am I asking too much? For \$1,600, I can only get a studio, and I have to  
 422 compromise, I have a dog, I pay for an office in order to have a business in Taos and I'm being asked to  
 423 pay close to 50% of my income between taxes and rent and I still cannot find a place. So, I need to press  
 424 the need to make some immediate choices because my dignity and my ability to put a roof over my head  
 425 is at stake right now. I came close to finding a place and spent a week negotiating with the owner for a  
 426 tiny place, and the owner flaked. I cannot begin to tell you the stress that this is causing me, the loss of  
 427 sleep it has caused me, the depression and I really love my work, that is what is keeping me going. I am a  
 428 giving person who has lived simply, and I love this land, this is my home, but I have nowhere to go, so  
 429 something needs to happen, and I thank Andy for working on this, you need to help the local people that  
 430 provide the people in the community, we need a roof over our heads too. Thank you.

431 *Kristen Rychlik, Red River Property Manager:* I wasn't planning to speak today but I think one thing  
 432 that's really been on my mind, listening to everyone talk today, we do have a hard time in Red River  
 433 getting good help and getting people to stick around and come to work each day. I just think putting a cap  
 434 on rentals there in our area would deeply affect our employment there, employees are already struggling

435 with the economy that we are in, and I just feel that this would put a bigger burden on their families. I just  
436 want to say that I oppose what's drafted right now. Thank you.

437 *John Redhorse, El Prado resident:* Commissioners thank you so much for letting us speak, one of the  
438 things that struck me about the ordinance is particularly to do with the cap, it is a little bit unclear to me  
439 on what the rush is all about. We know that we have a county comprehensive plan in the works which  
440 will probably come out in about a year and will likely come up with a new set of Land Use Regulations.  
441 Overall, Andy has done a great job on this, this was a huge task but what I think after talking to the people  
442 at the Quail Ridge condos, where I live and I represent them on the Upper Colonias Neighborhood  
443 Association Board but it is my understanding that because they've operated as short term rentals for 40  
444 plus years, nobody really goes and looks at each new Land Use Regulation that comes out and in this one  
445 it's on sentence under residential zoning clearance permits and that is where the home occupation  
446 sentence is, it's kind of not obvious. If someone comes to get their business license reviewed for a short-  
447 term rental on their property and pays taxes appropriately but the problem is that sometimes they're given  
448 unclear information as far as if they need a specific permit or not. So we have no idea actually how many  
449 permits really would be needed, so I guess what I am saying is, why don't we wait until then to institute  
450 other things, don't put the cap on until we get a better idea once these new rules go into play, you're  
451 already going to have natural limits, you're going to have one per owner, so again why not just wait on  
452 the hard limit and put a line in there as a placeholder like I'm sure you have done with other ordinances  
453 and then determine what the appropriate limit would be. One other quick point, one of the things about  
454 living in the Quail Ridge is because it was conceived to be a companion for Tennis Ranch of Taos since  
455 the 70's or 80's to be a short-term rental provider for lodging for those people at the resort, the problem is  
456 that each condo at the complex is separate property number, which means that there are 3 property  
457 numbers associated with one dwelling unit. So, all I would ask is that you consider a way to make certain  
458 exceptions for places like that. Thank you so much for your time.

459 *David Goodan, Blueberry Hill Resident:* I built a house there two years ago this fall, and I also own a  
460 house in Albuquerque, and I wanted to maintain both those houses because I would like to for my  
461 children to inherit each house. The only way I could really do that is be able to at certain times rent out  
462 my house here while I am in Albuquerque. Especially, during the times that I have a ski pass, I had to get  
463 a cheaper ski pass this year because we had a 600% increase in the cost after the pandemic.  
464 Unfortunately, in Los Ranchos in Albuquerque where I own an older place, they've outlawed short term  
465 rentals totally and they said the only way I could do that is if the home became a bed and breakfast, as an  
466 on-site owner. That's fine and all except that would require a zoning change, so I'm kind of stuck there, I  
467 don't oppose this vehemently and yes, we do have rental problems here in Taos but putting it all on us is  
468 just not the way to go. Why don't you change the zoning, open up zoning and for those that are builders  
469 they would be able to build a four-plex on a property and rent them out. Let's not do this for the short-  
470 term rentals.

471 *County Attorney, Patrick Trujillo:* Have you read the ordinance?

472 *David Goodan, Blueberry Hill Resident:* I just found out about this yesterday because it was on KNCE.

473 *County Attorney, Patrick Trujillo:* So, from everything that you just stated, you would qualify to have a  
474 short-term rental. There is nothing that would prohibit you from having one.

475 *David Goodan, Blueberry Hill Resident:* If you put a cap I may not get in especially, if there are a surge  
476 of applications all at once

477 *Commissioner Darlene Vigil:* David, did you not say that you're renting the property here in Taos, when  
478 you're not here?

479 *David Goodin, Blueberry Hill Resident:* I'm living in the house right now, I built it myself with my own  
480 funds.

481 *Tyler Kollenbroich, El Prado Resident:* Thank you for allowing me to speak. I want to speak from the  
482 perspective of someone who doesn't own a rental property. I moved here two years ago to raise a family;  
483 I have a 15-month-old son right now. I am not lucky enough to own a second home, I'm one of the lucky  
484 few in my age demographic who can even afford to own a house. So, I'd like to speak on behalf of those  
485 people today. I think we've heard a lot of talk about the potential harm to local residents who own short-  
486 term rentals, but I would like to speak about the harms that are currently going on to the local residents,  
487 like me, who don't own a short-term rental. As Andy said, 90% of the STR's in the community are owned  
488 by people who don't even live here. That means that they are preying on our housing stock to create  
489 wealth for themselves, take it out of our county and not allow for people like myself to buy first homes  
490 and create wealth for themselves, the way generations of people before us have in this country. I have also  
491 seen where nobody is permitted, like you said there's 300 out of 800 rentals right now that have permits  
492 that leave a giant hole in compliance in the county that leave a giant hole where people like myself have  
493 neighbors who have short-term rentals, and I don't have a way of contacting the owner is there is a  
494 problem. I was never even informed that there was going to be a short-term rental next to my house. I  
495 think that is something that the ordinance takes care of, I also think that is properly carved out for the  
496 number of permits. The way Andy presented it last Monday was that there would be enough permits for  
497 those people seeking them. I think if you also exclude owner operators from the cap, that solves a lot of  
498 the issues that people are bringing up today. I'll let you know myself, that my social circle consist of  
499 people with young children right now, we have a lot of playdates going on and unfortunately, there's less  
500 and less of them in Taos County. In my experience, a lot of folks my age with a kid are moving in with  
501 their parents or leaving, they're moving out of state where prices are cheaper. I just think this ordinance is  
502 common sense and keep in mind that it isn't as strict as other places that have very strict ordinances.  
503 Thank you.

504 *Juliana Azon:* I just wanted to present a counterargument as far as the exclusion of yurts and single or  
505 axled tiny homes or creative dwellings, Taos is an artistic community. I feel like when people come here,  
506 they would be looking for an interesting place to stay, so would that be category that would be  
507 eliminated? I am an artist myself, so I feel very strongly about that. This could be something that could  
508 hurt the locals, if they are putting up a structure very affordably on some extra space on their property. So,  
509 I am asking that that one be reconsidered for the artistic beauty of Taos and the creative vibe that's here.  
510 Thank you.

511 *Alexandra Goldman:* I work with the Taos Housing Partnership and I'm here to voice my support for the  
512 regulation of short-term rentals in Taos County, thanks to Andy and the Planning Department for their  
513 work on this ordinance. So, our goal as an organization is to increase housing affordability in Taos for  
514 people to live here. I don't need to tell you or give you stats about the urgency of affordable housing that  
515 we are currently facing. One of the main ways we can address the affordability crisis is through increasing  
516 the supply. We've heard folks talk about how it's really hard to find a home here right now. That's one of  
517 the reasons why we support regulating short-term rentals, so any short-term rental that is no longer one,  
518 could be a long-term rental and that would increase the overall supply of housing in Taos County. You  
519 can build more housing and that is something that's really urgent and pressing, however building one unit  
520 of housing can take years and cost hundreds of thousands of dollars, whereas taking a short-term rental  
521 unit off being a short-term rental market is almost instantaneous. So that's an opportunity that we

have, to really increase the supply of housing here in Taos. I've also heard people talk about the ways the tourists contribute to the economy, and I don't think any of us could possibly deny that tourism has a really positive impact on the economy here in Taos, but long-term residents do too. They are living here, paying their taxes, going to businesses, they volunteer in their community it's really important that we don't forget that long-term residents contribute to Taos' economic well-being as well and it's hard for them to contribute if they can't afford to live here and even harder to contribute if they're spending 50%-60% of their income on housing because there's just not enough supply. Another good thing that regulating short-term rentals does is it can take some of the incentives away from investors to just buy a big box of housing and push up the cost of housing. When investors do that, it's really out of line with the incomes that people have in Taos County. One of the great things about this ordinance is that it limits the ability for investors to come in and buy these big blocks of housing and speculate on the cost of housing. I just wanted to speak quickly to the Planning Commission's proposal to exempt owner-occupied units from the cap, I wonder if we might want to reconsider what the cap number would be, since the data was conceived thinking about owner and non-owner occupied. We support this ordinance and appreciate your time, thank you.

*Stuart O'Donoghue, Renter:* I am a renter, my parents have had a business in town, my mom has a store in the plaza for 35 years. I moved here permanently 10 years ago, I rent because I can't afford to buy house and I rent up on Blueberry Hill on a private drive, there are two short-term rentals on my driveway, one is a Texas couple who built a house there and built a casita next door, they rent the casita out year-round and they live in the house maybe four months out of the year and the other home is right next to where I live, it's my landlords guest house and have been using it as a short-term rental for about seven years and to say that this has changed the vibe of the area is a vast understatement. We have zoning laws for a reason, meaning we don't put a hotel in the middle of a residential neighborhood because it causes traffic and creates noise. So, what you are doing with the short-term rentals is that you're letting businesses, hotels open up in residential neighborhoods, it's like having a hotel room next to my house. With that being said, people roll into their short-term rental late evenings they slam their car doors for 20-25 minutes unloading their vehicles and again early morning when they leave, I've been woken up numerous times throughout the night and early mornings. So, I would like you guys to really consider the impact that short-term rentals have on a neighborhood, and it changes the fabric of the neighborhoods. It's insane to me that in 2024, we're just getting around to this in Taos. Obviously, we have a housing crisis and issues with affordable housing but goes way beyond that. In the beginning my landlord was very amenable to my concerns and complaints but after about a year, he basically said if you don't like it, find another place because that is what happens when you start making a lot of money, the short-term renter is priority and not the long-term renter. I think short-term rentals should not be allowed in neighborhoods, they should be in places that don't disrupt the locals and local neighborhoods. I appreciate the work that is being done and the attention to these issues, thank you.

*Lisa O'Brien, Executive Director of Taos Housing Partnership:* I want to say kudos to my colleague Alexandra because I think she laid out some really beautiful points about this challenge, every time that I come up here, you hear me say that housing is complex and today, there is a feeling of a lot more suffering that we have in this community around our lack of housing options. So, I'm here to say that when we talk about increasing housing, it's not just affordable housing, we have to think about housing on every single level and continue on that. Something as simple as a short-term rental ordinance, if it frees up 10, 20, 30, houses that helps so many people in our community that are struggling with housing. I want to say that short-term rental ordinances are happening in every single community across the country, and they never look the same, so kudos to the Planning Department because I know that this has been difficult to figure out. My understanding of this is really sort of like a compliance umbrella because what I've



568 heard in the last couple of iterations is that we went from a thousand and now we're down to 400 because  
 569 we've created other buckets and I think that that's probably something we need to just really sort of get  
 570 our minds around, its not around limiting so much, as much as it is putting people in different categories.  
 571 I absolutely applaud that there's an affordable housing exemption. When Taos Housing Partnership came  
 572 to be and all of us were in conversations, it needs to be remembered that this has to happen at every single  
 573 level, we have to find these mechanisms to go and tweak to potentially open up different avenues. Taos  
 574 Housing Partnership is in support of the short-term rental ordinance. Also, we are here for support if that  
 575 is what you need from us, thank you.

576 *Susan Benton, Resident:* Thank you so much for the opportunity to speak and I appreciate your time. I've  
 577 been a 30-year Taos County resident, and I've raised my family here, most of the time here I have been a  
 578 renter, and I got super lucky to purchase my own home about seven years ago and that was after my kids  
 579 were out of my home. So, most of the time renting was with a family of young children, and it was tough  
 580 then. I can't imagine how tough it is now, especially within the last four years, seeing all our homes prices  
 581 shoot up and watching what that has done to our community is hard to see. As to the ordinance, I would  
 582 just like to say the hard work that the Planning Department has done on this, the exemptions are well  
 583 thought out and most, Taos County does need, and ordinance and I do think that this is the time to put one  
 584 in place. I think it would protect our communities and especially before we face the extreme problems of  
 585 other destination communities are facing. So, I would urge the commission to approve, thank you.

586 *Paul Lohr:* We have a house, a secondary house right outside the plaza next to the fire station, we work in  
 587 Austin, but we always say we live in New Mexico. Taos County is a very unique sort of scenario and  
 588 what I mean by that is if you look at say Red River and Taos, you look at the Earthships here, there are  
 589 three different worlds here and so you have a singular document that is covering those various worlds  
 590 which makes it very challenging. I fully agree that you have a problem here in Taos, the town needs to be  
 591 managed but I think putting a limit at a county level, when you got Red River or other places like that, I  
 592 don't think that this necessarily works. I think this ordinance needs to be focused on or more suited  
 593 towards the Town of Taos in regard to caps. I understand the reason for requirements, you want a safe  
 594 place but putting a cap would be hard.

595 *Commissioner AnJanette Brush:* Just a quick clarification, we as the county commission don't have  
 596 authority over those independent jurisdictions. So, the Town of Taos, Village of Questa, Town Red River  
 597 that are within those town limits, we don't have any control over.

598 *Paul Lohr:* Ok, there is very much a problem in the Town, but I don't necessarily think that you have a  
 599 problem outside of that. Thank you.

600 *Garrett Veneklasen, Taos Canyon Resident:* I have a rental, I don't have a permit because I was told by  
 601 someone in my neighborhood association that only people within the city limits needed a permit, so I'm  
 602 scrambling to get a permit, and I understand the importance of being compliant and I certainly honor that.  
 603 I went to the meeting last week and there was a lot of confusion, and I am one of those people who is  
 604 confused, it's a 20-page ordinance. I really appreciate the hard work that you all have done with this, and  
 605 I know it's now an easy process, I would just urge the county to have a public comment period, maybe a  
 606 30-day comment period where renters can submit suggestions to maybe some of the clauses that are  
 607 causing the confusion. I would also suggest that there should be at least two meetings that are substantive  
 608 to where we can interact with Andy and other county officials to maybe make a better ordinance. I really  
 609 do sympathize with the fact that there is an affordable housing crisis, we need to fix that, and I want to be  
 610 part of the solution, but I also sympathize with the people that live next to people that are renting houses  
 611 that nobody is overseeing and that needs to be fixed and that's not fair. I would recommend that we slow  
 612 down and have a 30-day comment period so that we can make this ordinance good, thank you.

613 *Chairman Bob Romero:* I will not close the public comment portion of the meeting.

614 Commissioner Darlene Vigil referred to the comment that was made about creativity and it is understood  
615 that there is a lot of that happening in Taos and she asked Mr. Jones that the creativity aspect be clarified  
616 as to how it would be impacted by this ordinance.

617 Senior Planner, Andy Jones stated that currently in Taos County it is not legal to use recreational vehicles  
618 as residential dwellings, yurts can be permitted, the exclusion would apply to un-permitted yurts, tiny  
619 homes would also be permitted if they are taken off the axle and placed on a foundation. The ordinance is  
620 only limiting structures because that is the same rule for any resident in the county. Mr. Jones informed  
621 the commission that there are several things before them, the original draft of the ordinance, the original  
622 final draft that was made available on August 1<sup>st</sup>, there are also provisions from the Planning Commission  
623 and then there are provisions that were recommended in the staff report pertaining to the resort facilities.

624 For the motion the commission would need to clarify which if any of those would be included. A revision  
625 to Section 4.19.3A,10B and Section 4.19.3B,11B to reflect that the county is not excluding off-grid  
626 systems, the language would be, "An Office of the State Engineer approved well-permit, well served  
627 letter from the appropriate community water system, or appropriate documentation for harvested  
628 rainwater, gray water, or black water from the New Mexico Construction Industries Division and a liquid  
629 waste permit or discharge permit from the New Mexico Environmental Department where applicable".  
630 Section 4.19.3A,10C and 4.19.3B,11C that would be revised to "will serve letters or proof of service from  
631 all other utility providers including natural gas, propane, electricity, residential solar permits applicable  
632 for off the grid systems". Section 4.19.9B revision would say, "owner-occupied short-term rental unit  
633 exemption, owner operators who can demonstrate primary residents can submit an application adherent to  
634 Section 4.19.3 and obtain an owner occupied short-term rental permit that does not count toward the  
635 short-term rental cap". Definition to be added, Resort Facility- any development in which the owners  
636 own two or more of the following facilities in common and have either obtained a Special-Use permit or  
637 are considered a legal non-conforming resort facility for operation of the facilities, swimming pools, spa  
638 facilities, golf courses, restaurants or tennis facilities. Section 4.19.8A-4 revision would say, "Short-Term  
639 Rentals as described in Section 4.19.8A will not count toward the Short-Term Rental cap. Section  
640 4.19.8A-5 revision would say, "With proper documentation as requested by the Taos County Planning  
641 Director, Short-Term Rental units and legal non-conforming resort facilities can be considered Short-  
642 Term Rental units as described in Section 4.19.8A".

643 **Commissioner AnJanette Brush made a motion to approve Ordinance 2024-4, An Ordinance**  
644 **amending Ordinance 2018-2, Taos County Land Use Regulations, for the Purposes of Regulating**  
645 **Short-Term Rental of Dwelling Units Located Within the County of Taos, with Planning**  
646 **Commission recommendations affecting the water system and utility providers, revisions to**  
647 **Sections 4.19.3A,10B, 4.19.3B,11B, 4.19.3A,10C and 4.19.3B,11C and include the addition of**  
648 **language and definitions for Resort Facilities. Commissioner Darlene Vigil seconded. A roll call**  
649 **vote was taken indicating the following:**

650	<b>Commissioner Miguel Romero</b>	<b>Yes</b>
651	<b>Commissioner Darlene Vigil</b>	<b>Yes</b>
652	<b>Commissioner AnJanette Brush</b>	<b>Yes</b>
653	<b>Vice-Chair Ronald Mascarenas</b>	<b>Yes</b>
654	<b>Chairman F.R. Bob Romero</b>	<b>Yes</b>

655

656 **Motion carried.**

657

658 Commissioner Darlene Vigil made a motion to take a 5-minute break at 11:12 a.m. Commissioner  
659 Miguel Romero seconded. A roll call vote was taken indicating the following:

660	Commissioner Miguel Romero	Yes
661	Commissioner Darlene Vigil	Yes
662	Commissioner AnJanette Brush	Yes
663	Vice-Chair Ronald Mascarenas	Yes
664	Chairman F.R. Bob Romero	Yes

665  
666 Motion carried.

667  
668 Commissioner Miguel Romero made a motion to return to regular session at 11:19 a.m.  
669 Vice-Chair Mascarenas seconded. A roll call vote was taken indicating the following:

670		
671	Commissioner Miguel Romero	Yes
672	Commissioner Darlene Vigil	Yes
673	Commissioner AnJanette Brush	Yes
674	Vice-Chair Ronald Mascarenas	Yes
675	Chairman F.R. Bob Romero	Yes

676  
677 Motion carried.

678  
679 **IX. Presentations**

680 A. Brief presentation regarding the CPACE financing program now available within  
681 the State of New Mexico - Jessica Stern, Economic Development Director

682  
683 Economic Development Director, Jessica Stern provided information and benefits pertaining to the  
684 CPACE financing program and what the County will need to do to be part of the program. Ms. Stern  
685 stated that the County is still in the early stages of being part of the program and determining if the  
686 County should pursue it. Ms. Stern stated that this program is a financing structure enabled by state  
687 statute and a local ordinance. This would provide eligible property owners with access to long-term fixed  
688 rate financing for energy efficiency, renewable energy, water efficiency and resiliency improvements. As  
689 mentioned, an approved Ordinance would be needed from the County opting into the program. An  
690 eligible property is any privately owned commercial, agricultural, industrial or multifamily real property  
691 of 5 or more dwelling units located within the boundaries of the region and can be owned by non-profit  
692 organizations and there's a wide range of improvements that are eligible. Ms. Stern stated that there  
693 would be process for applicants to apply and those application would be reviewed by Adelante Consulting  
694 and work with the County. The benefits of this program is that it's 100% long-term financing to complete  
695 efficiency projects and is transferable upon sale. County staff has questions regarding administrative  
696 needs for staff, clarification is needed on how the inner workings process would be between Adelante  
697 Consulting and the Assessor's office. Ms. Stern informed the Commission that this is just informational at  
698 this point and additional information will be provided at a future meeting.

699  
700 The Commission asked questions about agricultural properties being eligible, if anyone else other than  
701 Willa Hotel had shown interest, the administrative impact to the County and if County owned property  
702 would be eligible.

703  
704 Economic Development Director, Jessica Stern informed the commission that there were still a lot of  
705 unknowns at this point as far as the specifics and mentioned that she would be making some calls to get  
706 clarification and bring that back to the Commission.

**X. Contracts, Agreements, MOU's & Bids**

- A. Discussion, Consideration and decision regarding the approval of contract TCC 2024-33, A Contract with Architectural Research Consultants Inc. (RFP award 2024-A43). The contractor will assist with reversions to the Current Land Use Regulations and Subdivision Regulations - Rachel Romero, Planning Department Director

Chief Planner, Rudy Perea presented the contract to the commission and provided information on the aspects of what the contract would entail with Architectural Research Consultants Inc., such as helping with updates to Taos County Land Use Regulations. Several future Work study meetings will be scheduled for input and discussions to update and address any concerns pertaining to the Land Use Regulations.

County Manager, Brent Jaramillo informed the commission that the contract amount would be \$150,000 which come from the General Fund. Mr. Jaramillo also mentioned to the public that this would serve a notice that Taos County will be starting the process of revising the Land Use Regulations and Subdivision Ordinance.

**Commissioner Darlene Vigil made a motion to approve contract TCC 2024-33, A Contract with Architectural Research Consultants Inc. (RFP award 2024-A43). Commissioner Miguel Romero Seconded. A roll call vote was taken indicating the following:**

<b>Commissioner Miguel Romero</b>	<b>Yes</b>
<b>Commissioner Darlene Vigil</b>	<b>Yes</b>
<b>Commissioner AnJanette Brush</b>	<b>Yes</b>
<b>Vice-Chair Ronald Mascarenas</b>	<b>Yes</b>
<b>Chairman F.R. Bob Romero</b>	<b>Yes</b>

**Motion carried.**

- B. Discussion, consideration, and decision regarding approval for multi-award of RFP 2024-005 for On-call Engineering Services for Taos County Public Works Department - Elsa Vigil, Chief Procurement Officer

Chief Procurement Officer, Elsa Vigil presented the multi-award of RFP 2024-005, staff recommendation was to WH Pacific and JR Engineering.

**Commissioner Miguel Romero made a motion to approve multi-award of RFP 2024-005 for On-call Engineering Services for Taos County Public Works Department. Commissioner Darlene Vigil seconded. A roll call vote was taken indicating the following:**

<b>Commissioner Miguel Romero</b>	<b>Yes</b>
<b>Commissioner Darlene Vigil</b>	<b>Yes</b>
<b>Commissioner AnJanette Brush</b>	<b>Yes</b>
<b>Vice-Chair Ronald Mascarenas</b>	<b>Yes</b>
<b>Chairman F.R. Bob Romero</b>	<b>Yes</b>

**Motion carried.**

**XI. Department Matters**

- A. Review and decision of adjustments to two Spring/Summer Lodger's Tax Grant awards. Due to an administrative error, two grant applications were reviewed and recommended for lower funding amounts than they should have been. This was due to a glitch in the application printouts, which omitted the same budget line on both applications. Grant recommendations were then made based on a lower amount, though each grantee had actually provided all the necessary information - Jessica Stern, Economic Development Director

Economic Development Director, Jessica Stern asked the commission to approve an adjustment to the following Lodger's Tax Grant applicants due to a printing error of the applications that were presented to the Lodger's Tax Board. The Board was made aware of the error and voted unanimously to increase the grant award since all requirements were met.

Taos Regional Bridge Tournament corrected amount was the full requested amount of \$7,610.

Taos Jazz Bebop Society corrected amount was the full requested amount of \$13,050.

**Commissioner AnJanette Brush made a motion to make adjustment to two Spring/Summer Lodger's Tax Grant awards as recommended. Vice-Chairman Ronald Mascarenas seconded. A roll call vote was taken indicating the following:**

<b>Commissioner Miguel Romero</b>	<b>Yes</b>
<b>Commissioner Darlene Vigil</b>	<b>Yes</b>
<b>Commissioner AnJanette Brush</b>	<b>Yes</b>
<b>Vice-Chair Ronald Mascarenas</b>	<b>Yes</b>
<b>Chairman F.R. Bob Romero</b>	<b>Yes</b>

**Motion carried.**

- B. Discussion and review of NewGen's findings and recommendations regarding possible rate structures using scenario 1 or Scenario 2 to increase Solid Waste fees and implement a recycle fee under Section 13 of the Solid Waste Ordinance 2020- 6 - Jason Silva, Deputy County Manager

Deputy County Manager, Jason Silva reminded the commission that there was some discussion in relation to this document back in April and there was also a Work-Study in May, at this point staff is asking for direction on the 2 different scenarios have been established based from the Work-Study. Scenario 1 would be the increase implementation of the Solid Waste fee which would be staged over 4 years and Scenario 2 would be the implementation of the increase over 4 years but in a 2-year increment, which would be a higher amount. Ultimately, it would equal out to the same amount for either scenario, the difference would be if it would be every year in the amount of \$24 for the 4 years or every 2 years for the 4 years in the amount of \$50. Mr. Silva mentioned that currently Taos County Solid Waste collection fees are the lowest in the state for a community of our size, Taos County is losing money on this service and having to rely on General Fund to continue to operate and the plan is to make the Solid Waste Department self-sustainable. Mr. Silva's recommendation to the commission was to move forward with Scenario 2 implementing the \$50 increase every 2 years for the 4-year period.

Commissioner AnJanette Brush asked when the last increase was implemented for Solid Waste collection fees to constituents.

County Manager, Brent Jaramillo stated that the last increase was in 2014, it went from \$100 to \$120.

Commissioner Darlene Vigil mentioned that she understood that Taos County is unique in that there are certain situations where there are certain exemptions or discount that property owners are allowed, for example a disability discount. Commissioner Vigil also stated her concerns that many residents are on fixed incomes and implementing an increase could put many folks in a difficult situation she also stated that it was her understanding that the Solid Waste Collection fee rate is about 57% and asked if staff could explain what the process is to get that 43% collected.

Deputy County Manager, Jason Silva agreed and stated that after doing some research at other County's the only discount offered are for Veteran's and currently Taos County offers a 75% discount to disabled constituents. Mr. Silva informed the commission and the public that currently if a property owner is not paying their Solid Waste fees liens would be placed on those properties and building permits, business licenses or any sort of County service that would be needed for the property owner would not be authorized, however, once that fee is collected then the County would release the lien.

Commissioner Darlene Vigil suggested that the property owners should be informed that if they neglect to pay their fees and let them accumulate and something happens to them, that fee could be transferred to a family member that maybe inherits that property or even if the property was to be sold. Another concern mentioned was that on top of the Solid Waste increase there is talk of implementing a \$30 recycling fee.

Deputy County Manager, Jason Silva informed the Commission that essentially a rate study should be conducted every 5 years because of the Consumer Price Index and due to inflation prices. As far the recycling fee that is being implemented because the constituents are asking for a recycling service and informed the commission that the recycling fee is something different at this point and staff is still trying to structure it.

The direction of the Commission was to move forward with Scenario 2.

## **XII. Consent Agenda**

- A. Approval of Resolution No. 2024-41, A Resolution authorizing the County to submit an application to the Department of Finance and Administration, Local Government Division to participate in the Juvenile Adjudication Fund Program - Darlene Trujillo, DWI Program
- B. Approval of the draft Records of Decisions for a Planned Unit Development Overlay Zone Application (Ordinance 2024-2) and a Type II Preliminary Plat Subdivision Application for the Tarleton Ranch Eco-Village development project. Decisions were made on these applications at the regularly scheduled August 6th, 2024, Board of County Commissioners Meeting - Rudy Perea, Chief Planner

County Attorney, Patrick Trujillo informed the commission that the item B., regarding Ordinance 2024-2, Type II Preliminary Plat Subdivision Application for the Tarleton Ranch Eco-Village development project, it was brought to his attention that Commissioner Darlene Vigil noticed that one of findings for denial was left out of some of the commissioner's packets and Chief Planner, Rudy Perea provided that packet of information to the commission during this meeting. There were two decisions that the commission made regarding the PUD (Planned Unit Development) which was omitted, and the other was in regard to the subdivision.

**Commissioner AnJanette Brush made a motion to approve the Consent Agenda Items A and B. Commissioner Darlene Vigil seconded. A roll call vote was taken indicating the following:**

858 Commissioner Miguel Romero Yes  
 859 Commissioner Darlene Vigil Yes  
 860 Commissioner AnJanette Brush Yes  
 861 Vice-Chair Ronald Mascarenas Yes  
 862 Chairman F.R. Bob Romero Yes

863  
 864 Motion carried.

865  
 866 **XIII. County Manager's Report & Matters**

867 A. Update to County Commission on various items affecting Taos County – Brent Jaramillo,  
 868 County Manager

869  
 870 County Manager, Brent Jaramillo mentioned the following items affecting Taos County:  
 871

- 872 • The second part of the Lodger's Tax Grant Application process is open to submit proposals, the  
 873 deadline being September 15<sup>th</sup>, the information is available on the Taos County website.  
 874
- 875 • Emergency Management, Senior Management and key staff members would be attending an  
 876 Incident Command Systems training on September 11-12, 2024  
 877
- 878 • Finance Budget Conference was open for registration with 3 commissioners registered to attend.  
 879
- 880 • The Fire and Rescue Department received a grant in the amount of \$780,500, the plan is to add 4  
 881 new positions to the salary schedule with the funding. There will be a presentation and budget  
 882 implementation for accepting the grant award. Staff would like to ensure that there's adequate  
 883 funding sources for year 2 and year 3 of the, it was mentioned that it would probably have to  
 884 come from the gross receipts tax. The 1<sup>st</sup> year, the state would pay 100% up to \$450,000, 2<sup>nd</sup> year  
 885 50% or up to \$225,000 and the 3<sup>rd</sup> year the state would pay 25% or up to \$112,500. By the 4<sup>th</sup>  
 886 year the County would have to completely include it the salary schedule.  
 887
- 888 • Emails were sent out to the Commission for registration of the New Mexico Wildland Urban Fire  
 889 Summit conference, to be held on October 8-10, 2024, at the Sagebrush Convention Center.  
 890
- 891 • New dates will be scheduled for a Joint Meeting/Retreat with the Town of Taos, suggestions for  
 892 the meeting are October 19-20, 2024  
 893
- 894 • September 20<sup>th</sup> or 27<sup>th</sup> are some dates that were sent to the Governor's office for the dedication  
 895 ceremony.  
 896
- 897 • Early Voting for the General Election will start Tuesday, October 8<sup>th</sup> and it is anticipated that it  
 898 will be busy with voters and poll watchers/observers. County Manger Jaramillo reminded the  
 899 commission that chambers is used for Early Voting and mentioned that the October 15<sup>th</sup> Regular  
 900 Meeting would need to be limited to internal action items.  
 901
- 902 • Holy Cross Hospital has hired a project management firm to assist with the design and  
 903 construction of a new building. Abeyta Engineering and Doug Patterson of the Living Design  
 904 Group were hired to work with the project management firm. A preliminary design and  
 905 presentation would be presented to the commission and hospital board. Also, a land transfer  
 906 would be needed from the hospital and the County. The hospital is directly paying the project  
 907 management firm and there will also be a Memorandum of Understanding or Agreement with the



hospital that would outline the details.

- Ranchos Traditional Historic Communities, a letter was emailed to the commission from the Attorney General for review. Commissioner Vigil thanked Senator Roberto Bobby J Gonzales, Representative Kristina Orteza and Representative Susan Herrera for their assistance in moving this forward.

#### **XIV. Commissioner's Report & Matters**

##### **A. New Business to be considered at a future Commission Meeting**

Commissioner Darlene Vigil informed management that she has received several concerns regarding the public not being able to use to the Agricultural Center for people to gather after funerals for example or other events and there is not a big enough location for these types of community functions. Commissioner Vigil reminded staff and management that the building is a County owned building and asked for the reasoning behind not allowing the community to the building.

County Manager, Brent Jaramillo explained that in the past the County was told that the building should only be used for Ag-related activities and nothing else would be acceptable, there was mention in the deed that parcel where the arena is located is to only be use for Ag-activities. Currently, the County is trying to keep it to community events to be fair.

Commissioner Darlene Vigil asked that this matter be discussed further in order to get better community use of County buildings.

##### **B. Commissioner's Announcements**

Chairman Bob Romero asked about the walk through at the Plaza that was scheduled after the meeting.

County Manager, Brent Jaramillo stated that would not be taking place and would need to be rescheduled.

Commissioner Miguel Romero thanked the Road Foreman in District Five for assisting with the flooding that occurred in District Two, it was very much appreciated by the community.

Vice-Chairman Ronald Mascarenas expressed that it's all about working as team and helping each area because it is all Taos County we're all one team.

#### **XV. Adjournment**

**Commissioner Darlene Vigil made a motion to adjourn at 12:34 p.m. Vice-Chairman Ronald Mascarenas seconded. All in favor, motion carried.**



## **Taos County**

### **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding an application for a Restaurant Beer and Wine License with on premises consumption and patio service from the Golden Pinon Restaurant - Jamie Ramirez, Golden Pinon

---

[Public Hearing.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Jaime Ramirez	<b>Presenters Title</b>	Golden Pinon
<b>Meeting date requesting to be on</b>	9/3/24	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	x Yes      No
<b>Will action be needed on this item?</b>	X Yes      No	<b>Are there signatures required on the documents?</b>	X Yes      No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	Yes      No  N/A	<b>Legal Department Signature</b>  <i>If item does need Legal approval it must be submitted there first.</i>	

## AGENDA ITEM DESCRIPTION

### Public Hearing

Discussion, consideration, and decision on an application for a restaurant beer and wine license with on premises consumption and patio service from Golden Pinon Restaurant



**NMRLD**  
NEW MEXICO  
REGULATION &  
LICENSING DEPARTMENT

Received

MAY 09 2024

Alcoholic Beverage Control

STATE OF NEW MEXICO  
MICHELLE LUJAN GRISHAM, GOVERNOR  
Linda M. Trujillo, Superintendent  
Andrew Vallejos, Director

# Restaurant Liquor License Application | \$200.00 Application Fee, non-refundable

ABC USE ONLY: Application Fee \$200.00 Received on: 5.9.24 Receipt No. \_\_\_\_\_  
License Fee \$ \_\_\_\_\_ Received on: \_\_\_\_\_ Receipt No. \_\_\_\_\_

Application Number: \_\_\_\_\_ Local Option District: \_\_\_\_\_

## TYPE of APPLICATION: Check appropriate box

- ☒ Restaurant A | Beer & Wine only | License Fee, pro-rated, due at final: \$1,050.00  
☐ Restaurant B | Beer, Wine & Spirits | License Fee, pro-rated, due at final: \$10,000.00

**Applicant is:** ☐ Individual ☒ Limited Liability Company ☐ Corporation ☐ Partnership (General/Limited)

Applicant /Company Name: Golden Piñon, LLC

D/B/A Name: Golden Piñon / Jaime Sáenz R

Email: (required) ramirezJaime597@yahoo.com Business Phone No: 575-776-3202

Mailing Address: PO Box 1706 el Prado NM 87529

Physical location, if different: 88 State Road Highway 150 El Prado NM 87529  
(Include Street number / Hwy number / State Road, City, State, and Zip Code)

County: Taos

Are alcoholic beverages currently being dispensed at the proposed location? ☐ Yes ☒ No If Yes, License #/Type: \_\_\_\_\_

As defined in §60-3A-3. V. "Restaurant", means an establishment having a New Mexico resident as a proprietor or manager ... as a place where food is prepared and served primarily for on-premises consumption to the general public in consideration of payment and that has a dining room, a kitchen and the employees necessary for preparing, cooking and serving food; ... does not include establishments as defined in rules promulgated by the director serving only hamburgers, sandwiches, salads and other fast foods;

I qualify as a "Restaurant"? ☒ Yes ☐ No

Is food service the primary source of revenue and accounts for 60% or more of the total gross receipts at current licensed premises? ☒ Yes ☐ No

Is Food Service Permit current? ☒ Yes, attached ☐ No

I have attached **photos of the Dining Room and Kitchen** and included a **copy of the Menu**. ☒ Yes ☐ No

Days and Hours of Operation? Friday - To Wednesday 8:00 AM - 3:30 PM

I understand that a restaurant license requires that the establishment is not a bar-like setting and the hours for sales and/or service of alcoholic beverages are only from 7:00am to 11:00pm or until food sale and service ceases, whichever is earlier? ☒ Yes ☐ No

Contact Person: Jaime Saenz Phone #: 575-770-0476 Email: ramirezJaime597@yahoo.com





Application No. \_\_\_\_\_

You must sign before a Notary Public.

I, (print name) Jaime Saenz Ramirez, as (Title) owner  
being first duly sworn upon oath deposes and says: that he/she is the applicant or is authorized by the  
applicant to make this application; that he/she has read the same; knows the contents therein contained are  
true. Applicant(s) agree(s) that if any statements or representations herein are found to be false, the Director  
may refuse to issue or renew the license or may cause the license to be revoked at any time.

Signature of Applicant: Jaime Saenz Date: 5-2-24

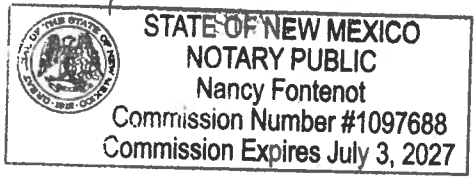
**Notary Public Use Only:** (State of New Mexico, County of Taos)

SUBSCRIBED AND SWORN TO before me this 2nd day of May, 2024

By Affiant: Jaime Saenz Ramirez

Notary Public: Nancy Fontenot

My Commission Expires on: 07/03/2027



**Local Option District Use Only:**

Local Governing Body of \_\_\_\_\_ City, County, Town, Village

Public Hearing held on \_\_\_\_\_ 20\_\_\_\_ Decision: ☐ Approved ☐ Disapproved

Signature of Official: \_\_\_\_\_ Title: \_\_\_\_\_

**ABC USE ONLY:**

☐ APPROVED ☐ DISAPPROVED, \_\_\_\_\_

Done this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

SIGNED BY DIRECTOR: \_\_\_\_\_

ASSIGNED LICENSE NO. \_\_\_\_\_ EXPIRES ON: \_\_\_\_\_

Reviewed, with copy sent to Licensee via ☐ Email, ☐ Fax, ☐ 1<sup>st</sup> class mail

By: \_\_\_\_\_ Date: \_\_\_\_\_



COPY

April 24<sup>th</sup>, 2024

Jaime Saenz  
Golden Pinon Restaurant  
88 State Highway 150  
El Prado, NM 87529  
Phone: (575) 776-3202

and

New Mexico Regulation and Licensing Department  
Alcoholic Beverage Control Division  
PO Box 25101  
SANTA FE, NM 87504  
Phone: 505.476.4548

**RE: STATEMENT OF ZONING CERTIFICATION FOR BEER AND WINE ON  
PREMISE CONSUMPTION ONLY, AT 88 STATE HIGHWAY 150 WHICH  
FALLS WITHIN SUB ZONE #1 OF THE UPPER LAS COLONIAS  
NEIGHBORHOOD OVERLAY ZONE IN EL PRADO, TAOS COUNTY, NM, AS  
REQUESTED BY GOLDEN PINON RESTAURANT**

Dear – Mr. Saenz, and To Whom It May Concern,

This statement certifies that the business Golden Pinon Restaurant, located at 88 State Highway 150 in El Prado, Taos County New Mexico lies in Sub Zone #1 of the Upper Las Colonias Neighborhood Overlay Zone. The address where the Golden Pinon Restaurant is located has been in use as a restaurant since the inception of the zoning regulations that govern Sub Zone #1 that were adopted by Taos County as Ordinance 2003-1. In November of 2018 Taos County adopted Ordinance 2018-2, an Ordinance Adopting Land Use Regulations for Taos County and repealing certain land use regulations. These regulations have adopted Ordinance 2003-1 as part of its enforceable land use regulations. Section 3.3.2 Legal Non-Conforming Use states, "A land use which was lawful before Taos County Land Use Regulations were passed, or under an existing Land Use Regulation, but which would be prohibited, regulated or restricted under the terms of new regulations and subsequent amendments of the regulations, is permitted. The land use must not have been abandoned".

The use of the subject property and the building in which the Golden Pinon Restaurant has been operating out of has been utilized as a restaurant since prior to 2003 when the →

Taos County Planning Department  
105 Albright Street Suite H  
Taos, NM 87571  
575-737-6444ph. 575-737-6449fax

adoption of Ordinance 2003-1 establishing the Upper Las Colonias Neighborhood Overlay Zone took place. Since this restaurant has been a consistent use prior to and since the adoption of Ordinance 2003-1, and prior to the adoption to the existing Taos County Land Use Regulations, Ordinance 2018-2 it is considered a Non-Conforming Use thereby subjecting it to Section 3.3.2 Legal Non-Conforming Use. Additionally, the Applicant does not propose to enlarge, expand or extend the non-conforming use or structure, they simply wish to sell beer and wine for on site consumption. What follows is Planning Department Staff's further analysis of section 3.3.2 of Taos County's Land Use Regulations:

- 1) 3.3.2(A) Any Replacement or Expansion. Any replacement or expansion of a non-conforming use or the structure housing it (other than a single-family residence or residential accessory structure) shall require that a written request be submitted to the Planning Department for determination as a legal non-conforming use that may be continued, and determination as to whether the project is exempt from requirements for a permit in accordance with the following criteria:
- 2) 3.3.2 (A.1) Required Letter of Determination. An existing and continuous, uninterrupted use determined to be a legal non-conforming use shall be provided a letter of determination as such by the Planning Department. Therefore, in addition to this letter serving as a Statement of Zoning Certification, this letter shall also serve as the Required Letter of Determination, where an existing and continuous, uninterrupted use determined to be a legal non-conforming use shall be provided a letter of determination as such by the Planning Department, and shall be allowed to continue as follows:
  - A. One-time expansion of less than 25%. Any expansion(s) of a legal non-conforming use of less than an aggregate of 25% of its original size or footprint (established at the time the use became non-conforming), shall require an administrative permit.
  - B. Expansion of More than 25%. Any expansion(s) of a legal non-conforming use that would increase its original size or footprint (established at the time the use became non-conforming) in excess of an aggregate of 25%, or any such increase(s) in its livable or usable space, shall require an Administrative Permit, Special Use Permit, or Major Development as otherwise required by this ordinance.

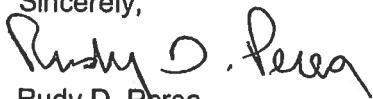


- C. Replacement of Less than 50%. A legal non-conforming use that is damaged or destroyed to an extent of less than 50 percent of the most recent county assessor's full value or fair market value of the structure at the time of destruction may be restored to its original use, size, height and footprint, but shall meet all current building code requirements applicable to the project.
- D. Replacement of More than 50%. A legal non-conforming use that is damaged or destroyed beyond 50% of the most recent county assessor's full value or fair market value of the structure at the time of destruction shall apply for an Administrative Review Permit to restore or continue the previous use, which shall meet administrative review performance standards and the current building code requirements applicable to the project.

A Taos County Zoning Statement is not intended to comment on whether or not the premise is three hundred feet (300') from a school or a church. The Taos County Land Use Code, Ordinance 2018-2 does not distinguish between the type(s) of beverages consumed or sold; only the land use issues such as parking, building size and location and life/safety issues related to the operation. As long as the physical size of the operation (footprint of the building, parking area, etc.) and maximum number of persons, are not expanded beyond the existing conditions you will be in conformance.

The proposal to have beer and wine sales and consumption as part of the approved restaurant is consistent with the previous approvals already granted to the site by Taos County and no further zoning applications or zoning approvals are required from our agency at this time. Additionally, you are required to meet any federal and state requirements regulating the sale and consumption of alcohol, exclusive of the County's requirements. Should you or the state need any clarification with regards to our approval, please feel free to call me or e-mail me at your convenience. I can be reached by phone at (575) 737-6453 or via e-mail at [rudyperea@taoscountynm.gov](mailto:rudyperea@taoscountynm.gov).

Sincerely,



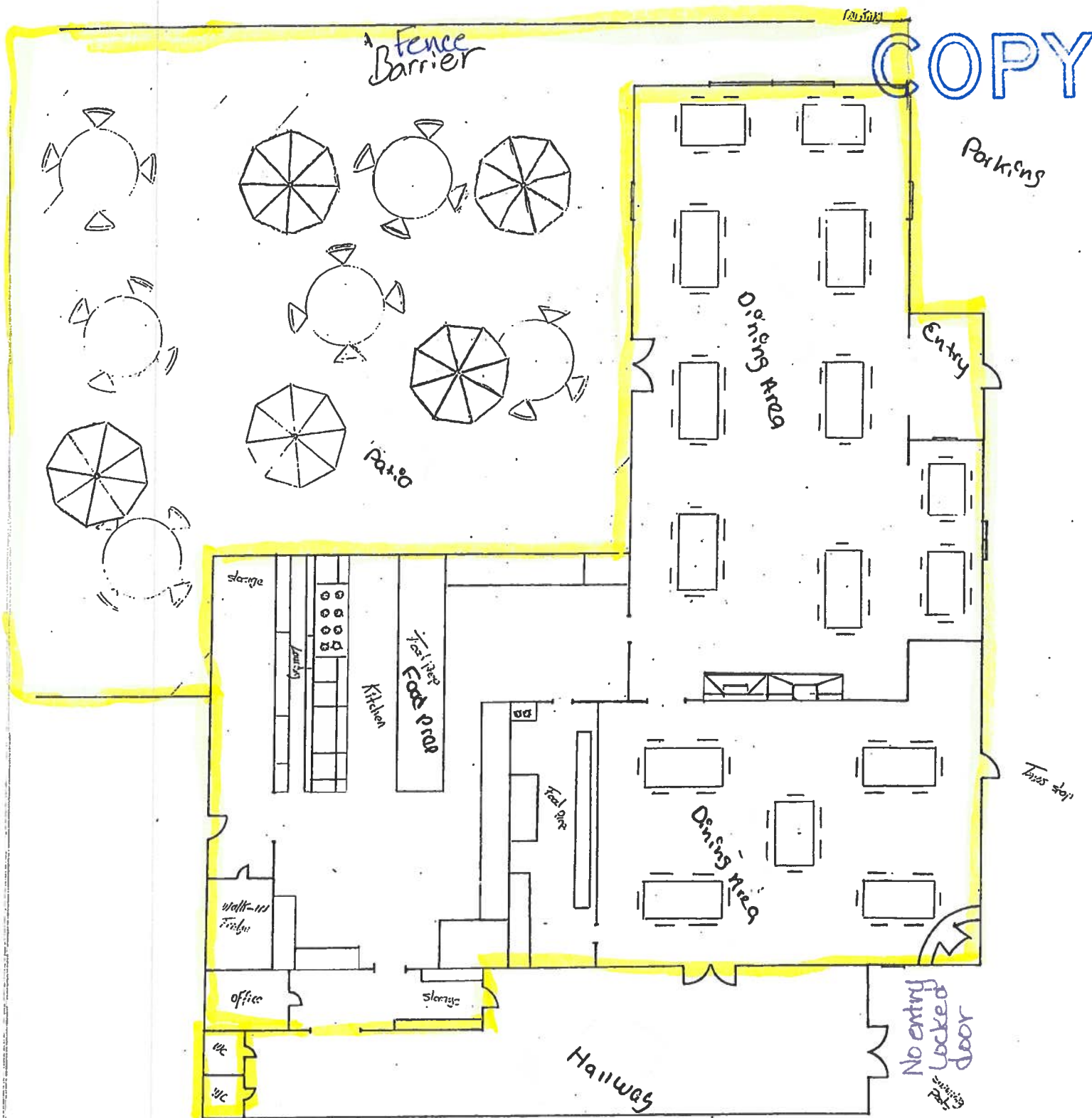
Rudy D. Perea  
Chief Planner  
Taos County Planning Department

Taos County Planning Department  
105 Albright Street Suite H  
Taos, NM 87571  
575-737-6444ph. 575-737-6449fax

2,500 total sq. ft.

# GOLDEN PINON

COPY





# Taos County

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding the approval of Resolution No. 2024-42, A Resolution suspending the five dollar (\$5.00) minimum penalty on delinquent property taxes and imposing the statutory civil penalty for tax year 2024

---

[2024-42 R.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>		<b>Presenters Title</b>	
<b>Meeting date requesting to be on</b>	9/3/24	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion, consideration, and decision:

Resolution 2024-42 Suspending The Five Dollar (\$5.00) Minimum Penalty On Delinquent Property Taxes And Imposing The Statutory Civil Penalty For Tax Year 2024



**TAOS COUNTY  
RESOLUTION 2024-42**

**SUSPENDING THE FIVE DOLLAR (\$5.00) MINIMUM PENALTY ON DELINQUENT  
PROPERTY TAXES AND IMPOSING THE STATUTORY CIVIL PENALTY  
FOR TAX YEAR 2024**

**WHEREAS**, the Taos County Board of Commissioners is the duly authorized governing body of Taos County, a New Mexico Political Subdivision; and

**WHEREAS**, Section 7-38-50 NMSA 1978, as amended, of the Property Tax Code authorizes the Board of County Commissioners to suspend application of the minimum five-dollar (\$5.00) penalty for delinquent tax balances of less than \$5.00 for any particular tax year; and

**WHEREAS**, such suspension of the minimum five-dollar (\$5.00) penalty must occur by Resolution; and

**WHEREAS**, the Board of County Commissioners hereby proposes the suspension of the minimum five dollar (\$5.00) penalty for the Tax Year 2024; and

**WHEREAS**, the Board of County Commissioners shall otherwise impose the statutory civil penalties pursuant to Section 7-38-50 NMSA 1978, *supra*.

**NOW THEREFORE, BE IT RESOLVED** by the governing body of Taos County, that:

1. Taos County shall not collect the five dollar (\$5.00) minimum penalty.
2. Taos County shall collect a penalty of one percent (1%) of the delinquent taxes for each month or any portion of a month they remain unpaid, but the total penalty shall not exceed five percent (5%) of the delinquent taxes pursuant to Section 7-38-50 NMSA, *supra*.
3. A copy of this Resolution shall be forwarded to the Taos County Treasurer.

**PASSED, APPROVED AND ADOPTED, this 3<sup>rd</sup> day of September, 2024.**

**BOARD OF COUNTY COMMISSIONERS  
OF TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
F.R. Bob Romero, Chair

**Attest:**

\_\_\_\_\_  
Valerie Montoya, Taos County Clerk

**Approved as to legal form:**

\_\_\_\_\_  
Patrick Trujillo, Contract County Attorney

**VOTE RECORD:**

FR Bob Romero	yes	no	abstain	absent
M. Romero Jr.	yes	no	abstain	absent
D. Vigil	yes	no	abstain	absent
A. Brush	yes	no	abstain	absent
R. Mascareñas	yes	no	abstain	absent



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding the approval of Resolution No. 2024-43, A Resolution authorizing and approving submission of a completed application for financial assistance and project approval to the New Mexico Finance Authority - Chris Muirhead, Modrall Sperling

---

[2024-43 R.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Chris Muirhead	<b>Presenters Title</b>	Modrall Sperlin
<b>Meeting date requesting to be on</b>	9/3/24	<b>Are there any documents For this item? <u>(all documents must be single sided)</u></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b>  <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b>  <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion, consideration, and decision:

Resolution 2024-43 Authorizing And Approving Submission Of A Completed Application For Financial Assistance And Project Approval To The New Mexico Finance Authority





**TAOS COUNTY  
RESOLUTION NO. 2024-43**

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

**WHEREAS**, Taos County, New Mexico (“Governmental Unit”) is a qualified entity under the New Mexico Finance Authority Act, Sections 6-21-1 through 6-21-31, NMSA 1978 (“Act”), and the County Commission (“Governing Body”) is authorized to borrow funds and/or issue bonds for financing of public projects or for refinancing of outstanding bonds for benefit of the Governmental Unit; and

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

**WHEREAS**, the Governing Body has undertaken a plan to design, construct and equip hospital buildings, remodel, renovate or make additions to and equip existing hospital buildings, or improve or equip the grounds of hospital buildings for the benefit of the Governmental Unit and its residents (“Project”); and

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

**WHEREAS**, the Governing Body desires to consider for adoption an ordinance authorizing execution and delivery of a loan agreement (the “Loan Agreement”) to provide funds for the Project.

**NOW THEREFORE, BE IT RESOLVED** by the County Commission, the Governing Body of Taos County, New Mexico:

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

Section 2. The completed Application submitted to the Governing Body is hereby ratified, approved and confirmed.

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

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

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

**PASSED, APPROVED AND ADOPTED, this 3rd day of September, 2024.**

**BOARD OF COUNTY COMMISSIONERS  
OF TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
F.R. Bob Romero, Chair

**Attest:**

\_\_\_\_\_  
Valerie Montoya, Taos County Clerk

**Approved as to legal form:**

\_\_\_\_\_  
Patrick Trujillo, Contract County Attorney

**VOTE RECORD:**

FR Bob Romero	yes	no	abstain	absent
M. Romero Jr.	yes	no	abstain	absent
D. Vigil	yes	no	abstain	absent
A. Brush	yes	no	abstain	absent
R. Mascareñas	yes	no	abstain	absent



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding the approval of Resolution No. 2024-44, A Resolution repealing and replacing appendix 1 of Ordinance No. 2020-6 Setting Solid Waste Fees pursuant to Section 13 - Jason Silva, Deputy County Manager

---

[2024-44 R.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Edward Martinez	<b>Presenters Title</b>	Solid Waste Director
<b>Meeting date requesting to be on</b>	9/3/24	<b>Are there any documents For this item? <u>(all documents must be single sided)</u></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion, consideration, and decision:

Resolution 2024-44 Repealing And Replace Appendix 1 Of Ordinance 2020-6 Setting Solid Waste Fees Pursuant To Section 13



**TAOS COUNTY  
RESOLUTION NO. 2024-44**

**REPEAL AND REPLACE APPENDIX I OF ORDINANCE 2020-6 SETTING SOLID  
WASTE FEES PURSUANT TO SECTION 13 AND ESTABLISH A COST FOR  
RECYCLING SERVICES PURSUANT TO SECTION 12 OF ORDINANCE 2020-6**

**WHEREAS**, the Board of County Commissioners of Taos County is the duly authorized governing body of Taos County, a New Mexico political subdivision; and

**WHEREAS**, the Taos County Solid Waste Ordinance 2020-6, Section 13 requires Taos County to set Solid Waste Management Fees by resolution in accordance with its costs; and

**WHEREAS**, the Taos County Solid Waste Management contracted with NewGen Strategies and Solutions to conduct the rate study, attached hereto; and

**WHEREAS**, Taos County has identified that the Appendix 1 adopted in Ordinance 2020-6 needs to be replaced to allow for an update of solid waste fees.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Taos County that:

1. Pursuant to Section 13 of Ordinance 2020-6, effective January 1, 2025, the solid waste fees for Taos County shall be as identified in Section I of the attached Appendix 1.
2. Pursuant to Section 13 of Ordinance 2020-6, effective January 1, 2025, the discounted solid waste fees for Taos County shall be as identified in Section II. of the attached Appendix 1.
3. Pursuant to Section 12 of Ordinance 2020-6, effective January 1, 2025 the recycle rate shall be as identified in Section III of the attached Appendix 1.
4. The previous Appendix 1 of Ordinance 2020-6 is repealed in its entirety and replaced by the attached Appendix 1.

**BE IT FURTHER RESOLVED** by the Board of County Commissioners, in FY 2027 by resolution, that Appendix 1 will be adjusted pursuant to the attached rate study.

**SIGNATURE PAGE TO FOLLOW**

**PASSED, APPROVED AND ADOPTED, this 3rd day of September, 2024.**

**BOARD OF COUNTY COMMISSIONERS  
OF TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
F.R. Bob Romero, Chair

**Attest:**

\_\_\_\_\_  
Valerie Montoya, Taos County Clerk

**Approved as to legal form:**

\_\_\_\_\_  
Patrick Trujillo, Contract County Attorney

**VOTE RECORD:**

FR Bob Romero	yes	no	abstain	absent
M. Romero Jr.	yes	no	abstain	absent
D. Vigil	yes	no	abstain	absent
A. Brush	yes	no	abstain	absent
R. Mascareñas	yes	no	abstain	absent

## **APPENDIX 1**

**I. Effective January 1, 2025, the following solid waste management fees are hereby established:**

- A. The annual solid waste management fee for County residents shall be \$170.00 which includes all applicable taxes.
- B. Solid Waste Billing shall assess the full annual fee in four (4) equal installments of \$42.50 on or January 1st, April 1st, July 1st and October 1st each year. Each installment payment shall entitle the responsible party to one (1) punch card that is valid for 12 punches for a period of 6 months.
- C. Any non-county resident of Taos County may purchase one (1) punch card that is valid for 12 punches for a period of 6 months from the date of purchase for \$170.00 which includes all applicable taxes.

**II. Effective January 1, 2025 the following discounted solid waste management fees are hereby established:**

- A. Any responsible party who contracts with or uses the services of, a commercial hauler recognized by Taos County pursuant to Section 14 of Ordinance No. 2020-6 shall be required to pay an annual fee in the amount of \$42.50 including all applicable taxes, to Taos County so long as the responsible party maintains continuous service with a private hauler, which shall be assessed on or about January 1 each year. Payment of the discounted fee shall entitle the responsible party to one (1) punch card that is valid for six (6) punches for a period of one (1) year.
- B. Any member of a homeowners association that contracts with a commercial hauler to provide solid waste collection and disposal for its members shall be required to pay an annual fee in the amount of \$42.50 including all applicable taxes, to Taos County so long as the homeowners association maintains continuous service with a private hauler, which shall be assessed on or about January 1 of each year. Payment of the discounted fee shall entitle the responsible party to one (1) punch card that is valid for six (6) punches for a period of one (1) year.
- C. Any resident of a multi-family resident development or mobile home park whose owner contracts with a commercial hauler to provide solid waste collection and disposal for its residents shall be required to pay an annual fee in the amount of \$42.50 including all applicable taxes, to Taos County so long as the owner maintains continuous service with a private hauler, which shall be assessed on or about January 1 of each year. Payment of the discounted fee shall entitle the responsible party to one (1) punch card that is valid for six (6) punches for a period of one (1) year.
- D. Any homeowner who qualifies for total 100% permanent disability in accordance with the policies and procedures adopted pursuant to the provisions of Ordinance No. 2020-6 shall pay a discounted annual fee in the amount of \$161.50 including applicable taxes, Solid Waste Billing shall assess the full annual fee in four (4) equal installments of \$40.37 on or January 1st, April 1st, July 1st and October 1st each year. Payment of the discounted fee shall entitle the responsible party to two (2) punch cards that are each valid for 24 punches.

**III. Effective January 1, 2025 the following recycle rate is hereby established:**

- A. In addition to the annual solid waste fees established in Sections 1 and 2 of this appendix a recycle rate of \$15.00 will be charged for the collection of recyclable materials made available at identified recycling centers located at Taos County transfer stations under Section 12 of Ordinance 2020-6.

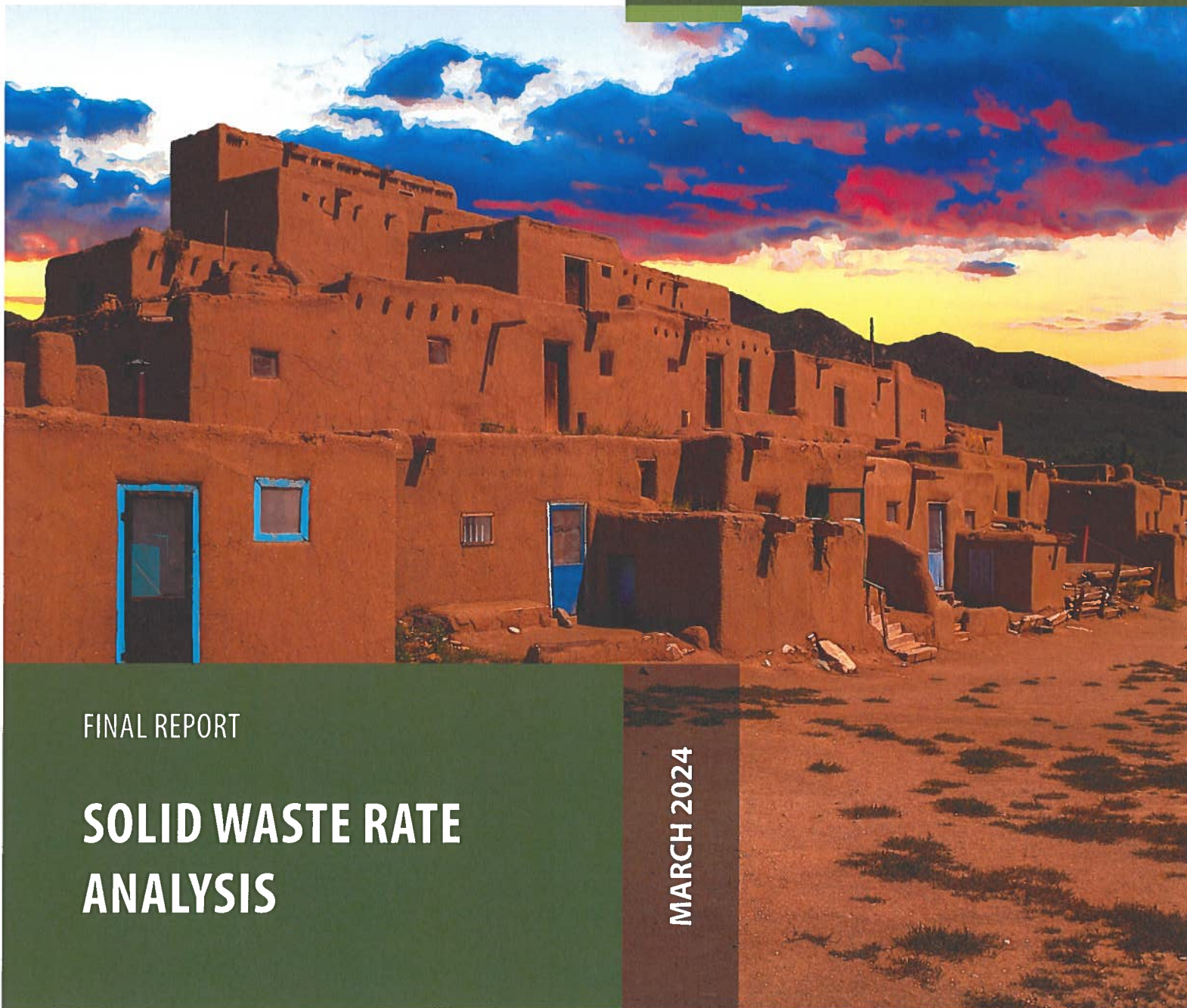
**IV. Effective January 1, 2025 the following fee for a lost punch card is hereby established:**

Those residents requesting new punch cards to replace lost cards will be charged a \$25 "lost card fee."



# NewGen Strategies & Solutions

[www.newgenstrategies.net](http://www.newgenstrategies.net)



FINAL REPORT

## SOLID WASTE RATE ANALYSIS

MARCH 2024



Prepared for:  
Taos County  
105 Albright Street, Suite G  
Taos, NM 87571

© 2024 NEWGEN STRATEGIES AND SOLUTIONS, LLC

*This page left intentionally blank to facilitate double-sided printing.*



8140 North Mopac Expressway  
Suite 1-240  
Austin, TX 78759  
(512) 806-7713

March 14, 2024

Mr. Jason Silva  
Taos County Deputy Manager  
Taos County  
105 Albright Street, Suite G  
Taos, NM 87571

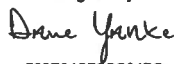
**Subject: Solid Waste Rate Analysis for Taos County – Final Report**

Dear Mr. Silva:

NewGen Strategies and Solutions, LLC (NewGen) is pleased to provide the following report as the result of our consulting services to assist Taos County (County) with a Solid Waste Rate Analysis (Analysis or Report). The goal of this Analysis was to develop a cost of service that provides a detailed summary concerning the County's cost (both operating and capital costs) to provide solid waste and recycling services to the residents of the County. The Report summarizes the Project Team's findings, conclusions, and recommendations for the County.

NewGen appreciates the opportunity to provide our assistance to Taos County with this solid waste analysis. If there are any questions concerning this Report, please feel free to contact me at 512.649.1254 or [dyanke@newgenstrategies.net](mailto:dyanke@newgenstrategies.net).

Sincerely,  
**NewGen Strategies and Solutions, LLC**

DocuSigned by:  
  
500E94C76CC84BC...

Dave Yanke  
President

*This page left intentionally blank to facilitate double-sided printing.*

## Table of Contents

<b>Section 1 Introduction.....</b>	<b>1-1</b>
Background.....	1-1
Current Operations .....	1-1
Project Approach .....	1-4
Data Request.....	1-4
Project Meetings .....	1-5
Determination of Test Year and Five-Year Forecast .....	1-5
Determination of the Cost of Service.....	1-5
Rate Design .....	1-5
<b>Section 2 Cost of Service Forecast.....</b>	<b>2-1</b>
Test Year .....	2-1
Inflation Factors.....	2-1
Capital Improvement Plan.....	2-2
Five-Year Revenue Requirement Forecast .....	2-2
<b>Section 3 Recycling Program.....</b>	<b>3-1</b>
Background.....	3-1
Approach .....	3-1
<b>Section 4 Benchmarking .....</b>	<b>4-1</b>
Doña Ana County.....	4-3
Sandoval County.....	4-3
San Miguel County.....	4-4
Torrance County .....	4-5
Lincoln County .....	4-5
Rio Arriba County .....	4-6
Los Alamos County .....	4-6
Santa Fe County.....	4-7
<b>Section 5 Findings and Recommendations .....</b>	<b>5-1</b>
Revenue Reconciliation from Current Rates .....	5-1
Findings.....	5-1
Recommendations.....	5-2

## List of Appendices

A List of Schedules

## Table of Contents

---

### List of Tables

Table 1-1 Taos County Convenience Centers .....	1-2
Table 1-2 Current Solid Waste Fees .....	1-3
Table 1-3 Current Customer Count .....	1-3
Table 2-1 Inflation Factors .....	2-1
Table 2-2 Capital Improvement Projects .....	2-2
Table 2-3 Five Year Forecast .....	2-3
Table 2-4 Revenue Requirement .....	2-3
Table 2-5 Estimated Annual Cost Per Customer .....	2-4
Table 4-1 Counties by Population and Area .....	4-2
Table 4-2 Solid Waste Service Characteristics .....	4-2
Table 4-3 Sandoval County Fees .....	4-4
Table 4-4 Los Alamos County Convenience Center Fees .....	4-7
Table 5-1 Revenue Recovery at Current Rates .....	5-1
Table 5-2 Scenario 1: Proposed Annual Rate Increases .....	5-2
Table 5-3 Scenario 1: Revenue Recovery at Proposed Rates .....	5-2
Table 5-4 Scenario 2: Proposed Rate Increases in FY 2025 and FY 2027 .....	5-3
Table 5-5 Scenario 2: Revenue Recovery at Proposed Rates (Scenario 2) .....	5-3

### List of Figures

Figure 1-1 Map of Taos County Convenience Centers .....	1-2
Figure 1-2 Tons Per Solid Waste Convenience Center, 2022-2023 .....	1-4
Figure 4-1 Map of New Mexico Counties .....	4-1

## SECTION 1 INTRODUCTION

---

Taos County (County) retained NewGen Strategies and Solutions, LLC (NewGen) to perform a Solid Waste Rate Analysis (Analysis or Report) in order to develop a cost of service that provides a detailed summary concerning the County's costs (both operating and capital costs) of providing solid waste and recycling services to the residents of the County. In this Report, the cost of service will be compared to the revenues realized by the rates charged for those respective services.

This section of the Report describes the solid waste services provided by the County and the project approach used by NewGen to conduct this Analysis. Section 2 details the cost of service and financial analysis, including the five-year revenue requirement and ten-year capital improvement plan forecasts. Section 3 discusses potential costs and options regarding expanding the County's recycling program. Section 4 provides a detailed solid waste benchmarking comparison regarding eight counties in New Mexico. Finally, Section 5 presents findings and recommendations based on the Analysis.

### Background

Taos County has a total area of 2,202 square miles.<sup>1</sup> The County operates under the commission-manager form of government, in which the Board of Commissioners hold all legislative power. The County's solid waste services are funded by the General Fund and through the sale of solid waste punch cards. The County is on a July 1 to June 30 funding cycle and, for governmental funds, uses a modified accrual basis of accounting. In FY 2024, the County budgeted approximately \$1.64 million for solid waste services.

### Current Operations

The County's Department of Public Works Solid Waste Division (Division) collects and transports refuse and recyclables that are self-hauled by citizens to the County operated Solid Waste Convenience Centers (Centers or Convenience Centers). In unincorporated parts of the County, private haulers collect refuse from some residential and commercial customers on a "free market – subscription" basis. These customers choose to use a private hauler, rather than self-haul their waste to the County's Convenience Centers.

At the time NewGen began the Report, there were twenty (20) full-time positions in the Division, a recycling hub, and eight (8) locations for trash, also called Solid Waste Convenience Centers, which are as follows: Arroyo Hondo, Cerro, Chamisal, Costilla, Los Cordovas, Ojo Caliente, Pilar, and Tres Piedras. There are two Pueblos, Picuris Pueblo and Taos Pueblo, that the County hauls trash for. The County staff do not operate the Convenience Centers located in the Pueblos.

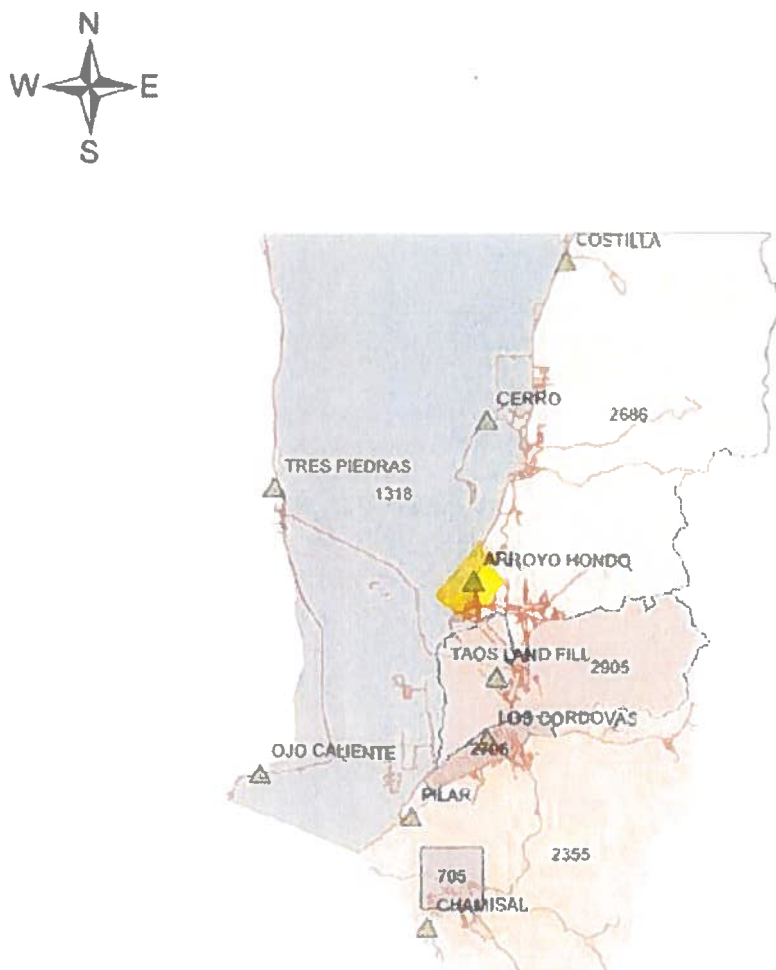
The Centers are also sometimes called transfer stations, but for consistency they are called Solid Waste Convenience Centers (Centers or Convenience Centers) in this Report. The Centers are located throughout the County, with the Center in Costilla being the northernmost location and Chamisal being the southernmost location. Figure 1-1 maps the eight (8) Convenience Centers as they are located geographically throughout the County.

---

<sup>1</sup> From FY 2022 Annual Comprehensive Financial Report (ACFR).



## Section 1



**Figure 1-1**  
**Map of Taos County Convenience Centers**

The Convenience Centers are available to residents of Taos County and non-County residents who purchase a punch card. All the Centers accept residential garbage, tires, large household appliances, scrap metal, and scrap wire. Large generators of commercial garbage cannot bring garbage to any of the Centers. Table 1-1 lists the Centers, as well as their respective days and hours of operation.

**Table 1-1**  
**Taos County Convenience Centers**

Convenience Center	Days of Operation	Hours of Operation
Arroyo Hondo	Tuesday – Saturday	8:00 a.m. to 4:00 p.m.
Cerro	Tuesday – Saturday	8:00 a.m. to 4:00 p.m.
Chamisal	Tuesday – Saturday	8:00 a.m. to 4:00 p.m.
Costilla	Tuesday – Saturday	8:00 a.m. to 4:00 p.m.



Convenience Center	Days of Operation	Hours of Operation
Los Cordovas	Tuesday – Saturday	8:00 a.m. to 4:00 p.m.
Ojo Caliente	Tuesday – Saturday	8:00 a.m. to 4:00 p.m.
Pilar	Tuesday – Saturday	8:00 a.m. to 4:00 p.m.
Tres Pierdas	Tuesday – Saturday	8:00 a.m. to 4:00 p.m.

Payment of an annual solid waste management fee is required of each occupied residence located in the unincorporated areas of Taos County. Once the payment is received, County staff mail the punch card to the resident. Table 1-2 lists the current punch card rates for the different customer classes the County services.

**Table 1-2**  
**Current Solid Waste Fees**

Customer Classes	Annual # of Punch Cards	Annual Punches per Customer	Billing Cycle	Annual Fee
Disability	2	48	Annually	\$30.00
Homeowners	1	6	Annually	\$30.00
North Central	2	24	Bi-annually	\$120.00
Promissory Notes	4	48	Quarterly	\$120.00
Regular Accounts	4	48	Quarterly	\$120.00
Waste Management	1	6	Annually	\$ 30.00

The County currently provides a discount of \$30.00 to any person who qualifies for total 100% permanent disability.<sup>2</sup> The County also offers members of a homeowner's association and those who use the services of a commercial hauler a discounted rate of \$30.00 for a punch card with 6 punches.

The number of customers billed by customer class is shown below in Table 1-3.

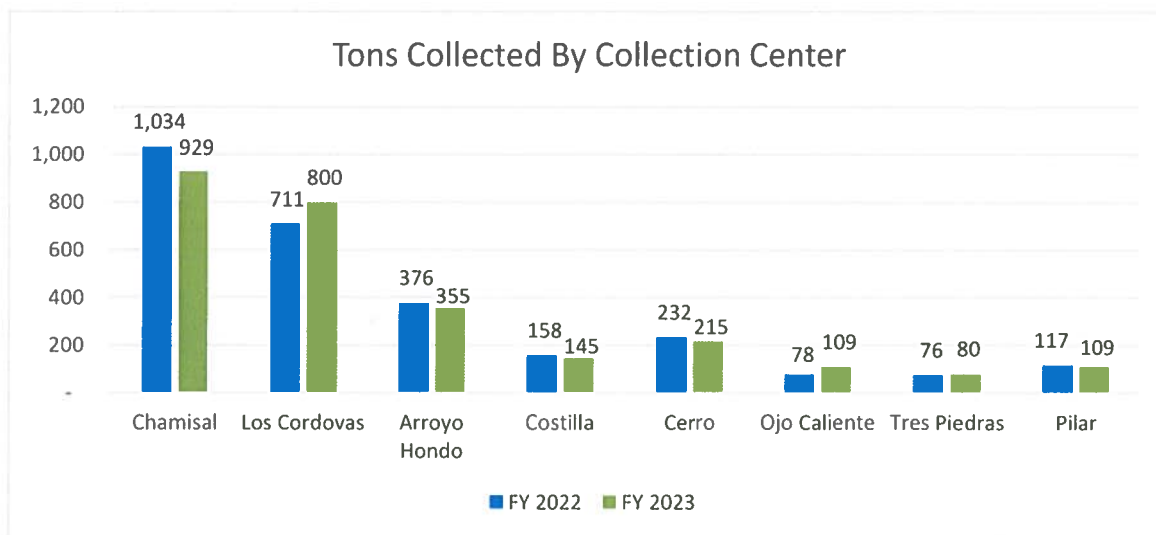
**Table 1-3**  
**Current Customer Count**

Customer Classes	Current Count
Disability	1,038
Homeowners	1,368
North Central	11
Promissory Notes	15
Regular Accounts	6,322
Waste Management	5,183
<b>Total</b>	<b>13,936</b>

<sup>2</sup> Taos County Resolution No. 2020-53 to the 2020-6 Solid Waste Ordinance.

## Section 1

Figure 1-2 graphs the annual tonnage (garbage and tires) received at the eight Convenience Centers for fiscal years 2022 and 2023. Of the eight Convenience Centers, the Chamisal site had the most tonnage over the two years analyzed: 1,032 tons in FY 2022; and 929 tons in FY 2023. Tres Piedras had the least at 76 tons in FY 2022, 80 tons in FY 2023.



**Figure 1-2**  
**Tons Per Solid Waste Convenience Center, 2022-2023**

## Project Approach

The goal of a cost of service and rate design study is to determine the solid waste fees required to adequately recover the costs of providing services. NewGen developed a series of key tasks that provided the foundation for the conduct of the Analysis. The detailed methodology is discussed in Section 2 of this Report. The Analysis included five phases, with the work laid out in the following order.

- **Phase 1 – Project Initiation**
- **Phase 2 – Cost of Service Analysis**
- **Phase 3 – Rate Design**
- **Phase 4 – Report Preparation**
- **Phase 5 – Presentation**

## Data Request

NewGen submitted a detailed data request to the County to collect historical and background information on operations and practices. NewGen utilized the following sources of information regarding the County's current system and financial requirements.

- Detailed Financial Reports and Budgets
- Solid Waste Policies and Ordinances

- Personnel Rosters
- Solid Waste and Recycling Tonnage Reports
- Fleet Inventory and Purchase Costs

### **Project Meetings**

NewGen held a kick-off meeting with County staff to initiate the Analysis. This meeting served as a forum to confirm the scope of services, discuss the data already collected, and finalize the solid waste and recycling service categories to be analyzed in the cost of service analysis.

NewGen also held numerous meetings with the County staff throughout the course of the project to discuss, plan, and finalize the cost of service analysis.

### **Determination of Test Year and Five-Year Forecast**

The revenue requirement (Test Year) was developed for the solid waste utility using the cash needs approach, which closely follows governmental budgeting practices. This approach incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. In developing the revenue requirement, NewGen assessed and forecasted the cost of service by analyzing historical costs, the current budget, and any forecasts made by the County for future fiscal years.

### **Determination of the Cost of Service**

NewGen will utilize the five-year forecast with the billing data for the forecast period to determine the cost of providing solid waste services. This provides the County with the necessary framework to assess the adequacy and equity of current and proposed rates.

### **Rate Design**

The proposed rates were developed to reflect the cost of service results and industry best practices as well as policy decisions made by the County. NewGen designed rates while taking into consideration the goals of the County regarding its solid waste services, and its customers.

*This page left intentionally blank to facilitate double-sided printing.*

## SECTION 2

### COST OF SERVICE FORECAST

This section details the cost of service and financial analysis, including the five-year revenue requirement and ten-year capital improvement plan forecasts.

#### Test Year

NewGen reviewed historical financial results for prior fiscal years and developed a “Test Year” for the Analysis based on the FY 2024 adopted budget. A Test Year is a common method in rate studies that refers to an adjusted fiscal year budget that is used as a basis for setting rates. The Test Year is representative of “typical” conditions, with adjustments for any unusual or one-time revenues or expenses. To ensure the Test Year accurately reflects the cost of providing solid waste disposal services, adjustments were made to operation and maintenance (O&M) expenses and capital costs. Discussions were held with the County’s staff to assist in determining and clarifying the known and measurable adjustments. The development of the Test Year is shown in Appendix A, Schedule 1. NewGen compared the FY 2024 adopted budget to historical expenses for FY 2021, FY 2022, and FY 2023. Through this comparison and with input from County staff, NewGen made adjustments to ensure that the Test Year would reflect expenses that occur on a regular basis.

The Test Year was used to develop a five-year revenue requirement forecast for FY 2024 through FY 2028. The revenue requirement quantifies the amount of costs that need to be recovered from rates to recover the cost of operating the County’s solid waste operations.

#### Inflation Factors

The Test Year revenue requirement was used as the basis for the five-year financial forecast. Certain expenses, including O&M, salaries, benefits, capital, and supplies, were projected annually based on being assigned one of the inflation factors outlined in Table 2-1.

**Table 2-1**  
**Inflation Factors**

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Labor	0.0%	4.0%	4.0%	4.0%	4.0%
Benefits	0.0%	4.0%	4.0%	4.0%	4.0%
General	0.0%	2.5%	2.5%	2.5%	2.5%
Capital	0.0%	5.0%	5.0%	5.0%	5.0%
Utilities	0.0%	5.0%	5.0%	5.0%	5.0%
None	0.0%	0.0%	0.0%	0.0%	0.0%

The inflation factors were developed based on the Project Team’s experience in the conduct of financial forecasts, along with input from County staff.

## Capital Improvement Plan

The County requested that NewGen assist in the development of a capital improvement plan for equipment, which was developed based on data provided by the County. Currently, equipment (primarily rolling stock) is funded via cash funding (i.e., cash generated by user fees). Cost estimates were provided by NewGen based on experience, observations in the market, and conversations with County staff. The County provided replacement estimates for recently purchased light-duty trucks, backhoes, trailers, and roll-off trucks.

Because not all equipment is replaced on a strict schedule, three methods of replacement forecasting were used by NewGen. The first method amortized the equipment's value over its useful life, with the value inflated at 5.0% annually after FY 2024 to reflect the impact of inflation on future vehicle purchases. For example, in Appendix A, Schedule 2, Line 2, a 2004 Sterling roll-off with a current replacement cost of \$225,000 and an estimated useful life of 10 years, is predicted to be replaced in Year 2 at the inflated price of \$236,250. This method was used for all of the County's vehicles.

The second method reflects a set amount set aside each year into a capital reserve for miscellaneous equipment (i.e., woodchipper, trailers, baler, shredder). A set amount of \$7,500 is to be set aside into a capital reserve each year as shown in Appendix A, Schedule 2, Line 20.

The third method compiles the replacement costs for all the County's compactors and bins. This total cost of \$812,500 is divided by a 15-year period, which produces a yearly cost of \$54,167. The ten-year annual budgeting outlook for equipment replacement is summarized in Table 2-2.

**Table 2-2**  
**Capital Improvement Projects**

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Year 6 FY 2029	Year 7 FY 2030	Year 8 FY 2031	Year 9 FY 2032	Year 10 FY 2033
Equipment Replacement	\$111,667	\$350,417	\$513,692	\$119,548	\$335,156	\$61,667	\$61,667	\$61,667	\$61,667	\$61,667

As Table 2-2 shows, the highest amount is forecasted to be in FY 2026, when the amount necessary to budget for equipment replacement will be approximately \$515,000. To reduce the volatility from year to year of vehicle purchases, NewGen used a ten-year capital improvements average of \$173,881, and used this amount for an average of future vehicle replacements over the five-year forecast. The revenue requirement incorporates funding for equipment replacements scheduled to occur during the FY 2024 – FY 2028 forecast using the annual amount of \$173,881. A detailed capital improvement plan, by vehicle, for the FY 2024 – FY 2033 period is provided in Appendix A, Schedule 2.

The County should closely monitor the age of their equipment/fleet and assess whether the current cash funding amounts for replacement are sufficient. Besides equipment, the County does not have any additional capital improvement projects forecasted for FY 2024 – FY 2033.

## Five-Year Revenue Requirement Forecast

Based on the Test Year, and assumptions detailed above, NewGen created a five-year revenue requirement forecast for the County. In order to develop this forecast, NewGen projected how costs would change over the years by applying an inflation factor to each line item. Table 2-3 shows the

## Section 2

County's revenue requirement for the five-year forecast period. A detailed five-year forecast is provided in Appendix A, Schedule 3.

**Table 2-3  
Five Year Forecast**

	<b>Year 1 FY 2024</b>	<b>Year 2 FY 2025</b>	<b>Year 3 FY 2026</b>	<b>Year 4 FY 2027</b>	<b>Year 5 FY 2028</b>
Payroll	\$815,360	\$847,974	\$881,893	\$917,169	\$953,856
Benefits	361,294	375,746	390,776	406,407	422,663
Operations	508,280	521,487	535,049	548,977	563,280
Capital Purchases <sup>1</sup>	173,881	173,881	173,881	173,881	173,881
<b>Revenue Requirement (Total Expenses)</b>	<b>\$1,858,815</b>	<b>\$1,919,088</b>	<b>\$1,981,599</b>	<b>\$2,046,434</b>	<b>\$2,113,680</b>

<sup>1</sup> As noted above, NewGen used a ten-year capital improvements average of \$173,881.

Salaries and wages constitute the highest cost for the County at over \$800,000 in FY 2024, and with employee benefits included, the annual cost for Year 1 is estimated to be \$1,176,654, increasing to \$1,376,519 by Year 5. Operational costs are the next highest cost, ranging from \$508,280 in Year 1 to \$563,280 in Year 5 (which is primarily tipping fees paid for the disposal of solid waste).

Appendix A, Schedule 3 provides a detailed breakdown of the five-year revenue requirement.

**Table 2-4  
Revenue Requirement**

	<b>Year 1 FY 2024</b>	<b>Year 2 FY 2025</b>	<b>Year 3 FY 2026</b>	<b>Year 4 FY 2027</b>	<b>Year 5 FY 2028</b>
Total Expenses	\$1,858,815	\$1,919,088	\$1,981,599	\$2,046,434	\$2,113,680
Revenue Offsets	173,000	173,438	173,919	174,448	175,030
<b>Revenue Requirement</b>	<b>\$1,685,815</b>	<b>\$1,745,651</b>	<b>\$1,807,681</b>	<b>\$1,871,985</b>	<b>\$1,938,649</b>

The revenue offsets the County generates are a combination of bin rentals, franchise fees, recyclables, and scrap metal revenue.

As described in Section 4, peer counties in New Mexico assess solid waste fees to their residents utilizing a variety of methods, including a few that employ a punch card system, similar to Taos County.

In Table 2-5, the forecasted revenue requirement for each year of the five-year forecast is divided by the estimated number of customers in that year, resulting in an estimated annual cost per customer. For example, in FY 2024, the revenue requirement of \$1,685,815 is divided by 14,006, for an estimated \$120 required per customer annually to fund the solid waste operations. The monthly cost to each customer would be approximately \$10.03 per month or \$30.09 quarterly.<sup>3</sup>

If the customers that receive service from Waste Management (approximately 5,200 customers), or a little over 35% of the customers that reside in the County, are excluded from the calculation, the annual cost

<sup>3</sup> Keep in mind that this calculation also includes the customers that receive curbside service from Waste Management.

## Cost of Service Forecast

of service for the remaining customers is \$192 in FY 2024 increasing to \$216 in FY 2028. This assumes that there is no disability discount provided by the County.

**Table 2-5**  
**Estimated Annual Cost Per Customer**

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Revenue Requirement	\$1,685,815	\$1,745,651	\$1,807,681	\$1,871,985	\$1,938,649
Total Residential Properties <sup>1</sup>	14,006	14,076	14,146	14,217	14,288
Annual Cost per Property	\$120	\$124	\$128	\$132	\$136
Monthly Cost	\$10.03	\$10.33	\$10.65	\$10.97	\$11.31
Quarterly Cost	\$30.09	\$31.00	\$31.95	\$32.92	\$33.92
Residential Properties (excluding Waste Management customers) <sup>1</sup>	8,797	8,841	8,885	8,930	8,974
Annual Cost per Property	\$192	\$197	\$203	\$210	\$216
Monthly Cost	\$15.97	\$16.45	\$16.95	\$17.47	\$18.00
Quarterly Cost	\$47.91	\$49.36	\$50.86	\$52.41	\$54.01

<sup>1</sup> The customer count has a growth rate of 0.5% increase in customers annually as a conservative growth estimate.



## SECTION 3

### RECYCLING PROGRAM

---

This section provides a brief update on the County's consideration of a potential expansion of recycling activities within the County. NewGen's solid waste industry experience, and conversations with County staff, have set a template for how the County can implement and fund an expanded recycling program, as well as proposed next steps.

#### Background

Taos County is authorized to establish, assess and collect fees in order to meet the costs of the County's recycling services.<sup>4</sup> Taos County encourages recycling and collection of recyclable material. Recycling is available at select collection centers and the County has a recycling hub as well.

#### Approach

The County and NewGen had several discussions regarding potential cost estimates for an expanded recycling program. Additional costs to the County would include labor (approximately 3 full-time employees), increased hauling costs for more recyclables, capital funding (equipment, vehicles and potentially some money on retrofitting/expanding the current recycling hub, or another building available to the County), and other miscellaneous costs. Per conversations with the County, a rough estimate of \$450K annually would be needed to fund the recycling program. This is only a preliminary estimate at this point, and a more detailed plan would need to be developed, but for high level discussions, this is a good number to start with. It may change once a final recycling plan is developed. However, with the County's current, approximately 14,000, refuse customers, the additional cost to each customer would be approximately \$30 per year.

NewGen would recommend that a more formalized recycling plan be developed that takes into consideration the potential partnering with the City, forecasted increased recyclables tonnage, current versus required processing capacity, and the associated personnel, equipment and facility changes required to handle the materials efficiently.

---

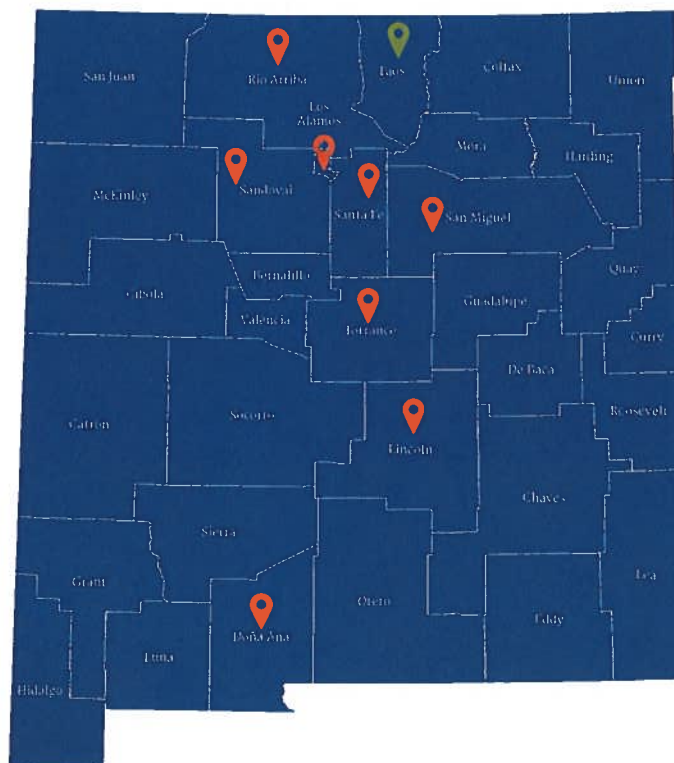
<sup>4</sup> From the County's 2020-6 Solid Waste Ordinance.

*This page left intentionally blank to facilitate double-sided printing.*

## SECTION 4

### BENCHMARKING

NewGen benchmarked eight (8) counties in New Mexico to compare their respective solid waste programs with the solid waste services provided by Taos County. Of the eight counties, one shares a border with Taos County: Rio Arriba County. Doña Ana County is the furthest distance from Taos County. Figure 4-1 maps the eight (8) peer counties with an orange pin and Taos County with a green pin.



**Figure 4-1**  
**Map of New Mexico Counties**

Table 4-1 provides a general comparison of the eight benchmarked counties': 2020 population, population growth from 2010 to 2020, square mileage of each county, and population per square mile in 2020, in comparison with Taos County. The eight counties vary in size, with Los Alamos County being the smallest in land area and Rio Arriba County being the largest. In 2020, Doña Ana County had the largest population. Los Alamos County has the greatest population per square mile, with Santa Fe County being the second highest.

**Table 4-1**  
**Counties by Population and Area**

County	2020 Census Population <sup>(1)</sup>	Population Change, 2010-2020 <sup>(2)</sup>	Area in Square Miles (mi <sup>2</sup> ) <sup>(a)</sup>	Population/ mi <sup>2</sup> <sup>(a)</sup>
Taos	34,489	4.70%	2,202	15.7
Doña Ana	219,567	4.90%	3,808	57.7
Sandoval	148,834	13.10%	3,710	40.1
San Miguel	27,201	-7.50%	4,721	5.8
Torrance	15,045	-8.20%	3,345	4.5
Lincoln	20,269	-1.10%	4,831	4.2
Rio Arriba	40,363	0.30%	5,861	6.9
Los Alamos	19,419	8.20%	109	178.2
Santa Fe	154,823	7.39%	1,909	81.1

1. In 2020; From the US Census

2. From New Mexico Health and Human Services.

The eight benchmarked counties and Taos County have varying solid waste systems and, therefore, pricing and billing mechanisms also vary. Three of the counties have a similar number of convenience centers to Taos, with two having eight centers and one having seven. Lincoln County had the fewest convenience centers at only one. Table 4-2 provides an overview of the number of convenience centers and billing/payment styles for the eight counties. More detailed information about each county is provided below.

**Table 4-2**  
**Solid Waste Service Characteristics**

County	No. of Centers	Pricing Structure	Billing/ Payment Method(s)	Billing / Payment Frequency
Taos	8	Punch cards at \$30.00 ea. per quarter; (\$120 per year)	Online payment portal; can also pay in person	Quarterly
Doña Ana	8	Punch cards	Added to wastewater utility bill or pay by mail	On a usage basis
Sandoval	3	Unit fees	Pay onsite	On a usage basis
San Miguel	15 (9 centers; 6 drop-off bins)	\$167.21 to \$200.52 per year; (depending on when paid)	Pay by mail; dedicated billing department	Annually
Torrance	8	\$60.50 per quarter; (\$242.00 per year); some unit fees at Centers	Pay by mail, online, or in-person	Quarterly; on a usage basis
Lincoln	N/A; curbside collection only	\$75.00 to \$80.00 per quarter; (\$300.00 to \$320.00 per year)	Online payment portal	Quarterly
Rio Arriba	5	Curbside collection (\$24.35 per month) or self-haul to Centers (\$153.55 per year)	Online payment portal	Monthly and annually, respectively
Los Alamos	3, plus curbside collection	\$27.00 per month; (\$324.00 per year)	On utility bill; pay online, in-person, via phone, or by mail	Monthly
Santa Fe	7	Punch cards	Pay by mail, online, or in-person	On a usage basis

## Section 4

### Doña Ana County

There are eight convenience centers in Doña Ana County, and they are all operated by the South Central Solid Waste Authority (SCSWA): Anthony; Butterfield; Garfield; Hatch; Hill; La Mesa; La Union; and Mesquite.<sup>5</sup> The convenience centers are primarily for residents that live outside the incorporated city limits of Las Cruces. Six locations are open Friday through Monday from 7:00 a.m. to 5:00 p.m., one is open Friday through Sunday from 7:00 a.m. to 5:00 p.m. (La Union), and one is open only on Saturday from 7:00 a.m. to 5:00 p.m. (Garfield). All eight locations allow drop-off of the following items: residential recycling; residential garbage; yard waste; e-waste; and scrap metal.

Residents purchase disposal punch cards with a certain number of uses from Doña Ana County, which are sold in denominations of \$12, \$24, or \$48. Each load is weighed with the minimum cost at \$4.00 (up to 200 pounds or 0.5 cubic yard), \$8.00 for a full pickup truck load (up to 400 pounds or from 0.5 cubic yard to 1 cubic yard), \$12.00 for pickup loads over 400 pounds and up to 600 pounds (1 to 2 cubic yards).<sup>6</sup> Tires (a maximum of four) are subject to the minimum fee of \$4.00. ***Doña Ana County does not assess a user fee or millage rate (property tax assessment) in addition to these fees.*** Each time a resident brings garbage to a convenience center for drop-off, it requires a “punch” in their card; no punch use is required for residential recycling or scrap metal. ***Punch cards can be purchased by mailing payment (check or money order) or by adding the necessary funds to their wastewater utility bill payment to Doña Ana County Utilities.*** Eight retail locations in the county also sell punch cards, with transaction fees of up to \$2.00. Accounts must be current and are subject to late fees.

### Sandoval County

Sandoval County operates a landfill and composting facility at 2708 Iris Road NE in Rio Rancho, New Mexico, which accepts residential and commercial waste. The landfill operates Monday through Saturday, from 8:00 a.m. to 4:00 p.m., and is closed on Sundays and on several holidays. The landfill accepts residential waste, residential recycling, household hazardous waste, televisions, computers, oil and oil filters, fuels, car batteries, and construction and demolition waste (asbestos prohibited).

Additionally, Sandoval County staffs and operates three convenience centers, which are open 8:00 a.m. to 4:00 p.m. on Wednesdays and Saturdays for pickup-size solid waste loads only (residential garbage only; no commercial material). The three convenience centers also accept recyclables: plastic; aluminum cans; cardboard; and mixed paper. The convenience centers are Cub (521 Southern All-Around Road), Peña Blanca (22 Camino de Comunida), and Canon (118 Hwy 4). The County sells compost and mulch when material is available. A truck load of compost is \$12.00 each and a load of mulch is \$7.00 each. All loads must be tarped and if they are not, a tarp fee is assessed at \$5.00 for residential customers and \$20.00 for commercial customers. ***Table 4-3 lists the charges currently assessed to customers at the convenience centers, only cash and business checks are accepted.***

<sup>5</sup> <https://www.scswa.net/BusinessDirectoryII.aspx?lngBusinessCategoryID=23>

<sup>6</sup> <https://ecode360.com/14363328>

**Table 4-3**  
**Sandoval County Fees**

Material / Item	Unit	Rate
Bagged Trash	Each, Maximum of Four	\$0.50
Waste at Truck Bed Level	Each	\$5.75
Above Truck Bed Level	Each	\$11.25
Truck Trailer/Ton	Per Ton	\$30.00
Tires	Each	\$2.50
Appliances	Each	\$8.00
Green Waste per Pickup Truck	Each	\$3.75
Recycling Items	All	No cost
Household Hazardous Waste	Each	\$20.00
Mattresses	Each	\$6.00
Loose	Per Ton	\$30.00
Compact	Per Ton	\$30.00
Concrete	Per Ton	\$32.00
Stumps	Per Ton	\$38.00
Clean Fill	Per Ton	\$12.25
Green Waste	Per Ton	\$20.00

***Sandoval County does not assess a user fee or millage rate (property tax assessment) in addition to the fees listed in Table 4-2.***

## San Miguel County

San Miguel County's Solid Waste Division staffs and operates nine manned solid waste convenience centers available to County residents for disposal of solid waste, which are open five days per week. There are an additional six drop off bin sites where County residents may drop off solid waste. San Miguel County staff transport solid waste from all 15 sites to the Northeastern Regional Landfill or the Santa Fe Solid Waste Management Agency Caja Del Rio Landfill. Participation in San Miguel County's solid waste collection and disposal system is mandatory for each residential property owner in the unincorporated areas of San Miguel County. All solid waste rates are imposed pursuant to the San Miguel County ordinance<sup>7</sup> and the ***County bills residents directly once annually via mail, requiring residents to pay by the due date or become delinquent. The early bird standard residential rate is \$167.21 per year (if paid in full within the first three months of the year), or \$200.52 annually if paid after April 1, with discounted rates for Seniors (over 65 years of age), pre-verified low-income residents, and pre-verified veterans.***<sup>8</sup> Payment is accepted via mail, over the phone (credit card only), or in person with a check, credit card or cash; there is not currently an online payment option.

<sup>7</sup> Ordinance No. SMC-11-10-20-OR.

<sup>8</sup> <https://cms6.revize.com/revize/sanmiguelcounty/Solid%20Waste%20Rates%202022.pdf>

## Section 4

### Torrance County

Residential property owners in the unincorporated areas of Torrance County are provided solid waste services by the Estancia Valley Solid Waste Authority (EVSWA).<sup>9</sup> ***EVSWA operates convenience centers for solid waste and recycling, billing Torrance County households \$60.50 each quarter.<sup>10</sup> A two-section postcard is mailed every quarter for Torrance County residents to bring or mail back one-half with a check, pay by phone, or pay online via Trashbilling.com.***

***The Torrance County Commission sets the rates and fees for its residents. There is a 50% discount for low-income residents, who must submit a form to verify they are on public assistance programs. If a resident contracts with a private hauler, they can receive a 66% discount after submitting verification documents annually, lowering their quarterly payment to \$20.17. Accounts that are current on their payments can receive a windshield decal for ease of recognition at the convenience stations.***

EVSWA operates eight locations where Torrance County residents can bring solid waste material: Central; Hills & Valleys; Indian Hills; Southern Mountainair; Tajique; Punta de Agua; Northern (Moriarity); and Duran.<sup>11</sup> The locations have varying hours, with most operating at least two days a week. Household trash, construction debris, aluminum, tin, weeds, brush, branches, white goods, tires, batteries, paint, paint thinners, waste oil, anti-freeze cardboard, metal, e-waste, ash, and SWAP are among the accepted items, but not all items are accepted at all locations. Torrance County staff haul waste and recyclables to the Estancia Valley Regional Landfill (EVRL).

Torrance County residents are allowed to dispose of one pickup truck load (maximum size 2' x 8' x 4') per week when they have the second half of the postcard as verification. Larger loads, but less than 10 cubic yards, are charged \$5.00 per additional cubic yard. Passenger tires are accepted with restrictions: up to two tires at no charge; two additional for \$5.00 each; more than four, residents must self-haul to EVRL where tires cost \$3.00 each to dispose. Semi-truck tires must go to EVRL at \$15.00 each. Up to ten cubic yards of metal per week is accepted at no charge; larger loads must go to EVRL. Appliances with Freon are charged \$15.00 if the Freon has not been removed and certified to have been removed. Torrance County residents can drop off brush for no additional charge, but commercial entities cannot bring brush to convenience centers. Batteries and properly containerized SHARPS are also accepted. Torrance County residents can select two items per week from the Re-Use shop.<sup>12</sup>

### Lincoln County

Lincoln County Solid Waste has contracted with Sierra Contracting, Inc. since January 1, 2016, for the collection and disposal of solid waste for residents in the unincorporated areas of Lincoln County. ***Per the ordinance, participation is mandatory. Customers that are serviced by a dumpster or compactor pay \$75.00 per quarter, and customers with a curbside cart pay \$80.00 per quarter plus \$40.00 per quarter for each additional cart.***<sup>13</sup> The bill can be paid online through a payment portal system operated by the County that is solely for solid waste service payments. Ratepayers can deliver bulky trash and green waste to the contractor's facility at 26440 Hwy 70 East in Ruidoso Downs, New Mexico. The County does not operate any convenience centers, which is a change from at the time of the 2014 Study, when they operated five convenience centers.

<sup>9</sup> Torrance County Ordinance 94-12.

<sup>10</sup> <https://evswa.com/wp-content/uploads/2019/11/Fees.pdf>

<sup>11</sup> <https://evswa.com/wp-content/uploads/2022/12/Station-Hours-Updated-12-9-22.pdf>

<sup>12</sup> <https://evswa.com/wp-content/uploads/2022/12/Collections-Station-Information-Dec-9-2022-1.pdf>

<sup>13</sup> [https://www.lincolncountynm.gov/services/public\\_works/solid\\_waste.php](https://www.lincolncountynm.gov/services/public_works/solid_waste.php)

## Rio Arriba County

North Central Solid Waste Authority (NCSWA) operates and staffs five convenience centers for Rio Arriba County residents to bring garbage, recycling, recyclables (cardboard, plastics, paper, metal), and tires. The convenience centers are Alcalde, Cordova, Tierra Amarilla, El Prado, and Ojo Caliente. Four locations are open Tuesday to Saturday, from 8:00 a.m. to 4:00 p.m., with one location having slightly different operating hours (Alcalde Transfer Station closes earlier on Saturdays). Residents can purchase a self-haul permit at \$153.55 annually for drop-off at NCSWA's convenience centers, if not receiving collection curbside service.<sup>14</sup>

Eligible residential addresses in Rio Arriba County are provided curbside garbage collection weekly for \$24.35 per month. There is a senior low-income discount that residents can apply for through NCSWA.<sup>15</sup> Due to past tracking difficulties, prior to being approved for development, new residences must create an account with NCSWA as part of their building permit approval process.<sup>16</sup> Payments are accepted online, via phone, in person, or by mail. NCSWA maintains a payment portal that is only for solid waste billing.

## Los Alamos County

Los Alamos County residents receive weekly solid waste collection, bi-weekly recycling, and yard trimmings collection. The services are provided with carts for single-family homes, duplexes, quadplexes and townhomes. Each unit pays \$27.00 per month for curbside collection and an additional \$17.00 per month per cart for any additional carts.<sup>17</sup> The County's Department of Public Utilities provides billing for solid waste collection services. Residents can pay online, over the phone, in-person, or mail in their payment. Residents with curbside collection services can drop-off up to 12 loads of solid waste material (garbage, HHW, brush, concrete, electronics, tires, and appliances with refrigerant) at the two convenience centers for no additional cost.

Apartment complexes are provided with dumpsters for garbage and provided with dumpsters or carts for recycling. Apartment dwellers may also drop off their recycling material at the Eco Station, Overlook Convenience Center, and Lemon Lot. Commercial customers can participate in cart or dumpster collection for solid waste, and various monthly rates apply. Commercial entities can utilize the convenience centers. The fee schedule for Eco Station, the larger of the two convenience centers, is listed in Table 4-4.

<sup>14</sup> <https://www.ncswa-nm.org/wp-content/uploads/2023/12/2024-Self-Haul-Application.pdf>

<sup>15</sup> <https://www.ncswa-nm.org/wp-content/uploads/2023/12/Senior-Low-Income-Application-2024.pdf>

<sup>16</sup> Per phone interview with Cyrus at NCSWA on November 21, 2023.

<sup>17</sup> <https://www.losalamosnm.us/Services/Waste-and-Recycling/Fees>



## Section 4

**Table 4-4**  
**Los Alamos County Convenience Center Fees**

Material / Item	Unit	Rate
Mixed municipal solid waste	Per ton	\$71.25
Minimum tip fee	Per load	\$20.00
Brush	Per ton	\$40.00
Cardboard	Per ton	\$57.25
Clean dirt	Per ton	\$71.25
Concrete/Asphalt	Per ton	\$10.00
Concrete with rebar	Per ton	\$20.00
Metal	Per ton	\$0.00
County residents/businesses - Recyclables (mixed recycle/cardboard)	Per ½ ton	Less than ½ ton = free More than ½ ton = \$129.85/ton
Out of County - Recyclables (mixed recycle/cardboard)	Per ton	\$129.75
Large animal mortalities (horse, cow, elk, etc.)	Each	\$65.00
Small animal mortalities (small dog, cat, etc.)	Each	\$35.00
Refrigerant removal from (refrigerators, air conditioner, automobiles freezer, etc.)	Each	\$50.00
Tires	Per ton	\$250.00
Oversized tires - tires larger than 23.5 in. x 25 in.	Each	\$35.00
Tire on rim- all sizes, additional fee	Each	\$5.00

Ratepayers can also bring household hazardous waste (HHW) material once a month to the Eco Station site between the hours of 9:00 a.m. and 1:00 p.m.

## Santa Fe County

There are six convenience centers for trash and recycling drop-off, which are as follows: Eldorado, Nambe, Jacona, La Cienega, San Marcos, and Stanley. However, it should be noted the County just reopened the center at Tesuque to the public in December 2023. So, the County now operates seven (7) convenience centers. The convenience centers are available to residents and businesses that generate less than 850 pounds of trash per month. All the centers accept residential garbage, residential recycling, appliances without Freon, scrap metal, and green waste. Large generators of commercial garbage cannot bring garbage to any of the centers. Residential convenience center customers must be an owner or renter with a physical address within Santa Fe County and outside of Santa Fe city limits. The physical address of the customer must be registered with the Office of the Santa Fe County Assessor in order to be eligible. Residential and commercial customers fill out the same permit application to acquire trip permits or bag tags for use at the convenience centers. There are 5 different types of permits that can be purchased including: 12 trip punch permit for \$110.00, 6 trip punch permit for \$55.00, 3 trip punch permit for \$27.50, 1 trip punch permit for \$18.00, and 5 bag tags for \$9.00.

*This page left intentionally blank to facilitate double-sided printing.*

## SECTION 5

### FINDINGS AND RECOMMENDATIONS

The following section provides NewGen’s findings and recommendations based on the cost of service analysis, NewGen’s solid waste industry experience, and conversations with County staff.

#### Revenue Reconciliation from Current Rates

Prior to considering any changes, it is beneficial to evaluate the revenue projected under the current rates for the five-year forecast. Table 5-1 shows the forecasted revenue recovery from current rates, which is projected to under-recover the revenue requirement by approximately \$(691,528) in FY 2024 and increasing to an under-recovery of \$(924,327) in FY 2028 if there are no rate increases implemented during the next five years. The cumulative under-recovery from current rates is \$(4,028,384) over the five-year forecast.

**Table 5-1**  
**Revenue Recovery at Current Rates**

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Total Revenue Requirement	\$1,685,815	\$1,745,651	\$1,807,681	\$1,871,985	\$1,938,649
Total Revenues	994,287	999,258	1,004,254	1,009,276	1,014,322
Over/(Under) Current Rates	\$(691,528)	\$(746,393)	\$(803,426)	\$(862,710)	\$(924,327)
Cumulative Over/(Under)	\$(691,528)	\$(1,437,921)	\$(2,241,347)	\$(3,104,057)	\$(4,028,384)

1. Any minor arithmetic deviation is due to rounding.

Table 5-1 is included in Appendix A, Schedule 6. Based on this projected under-recovery, it is critical that the County consider a funding strategy that addresses the long-term financial needs for the County’s solid waste operations.

#### Findings

- The County offers a 75% discount to disabled customers. That is an extremely high discount. Typically, NewGen sees discounts offered (if they are offered at all) in the 5% to 10% range. Secondly, the County has 1,038 accounts that are receiving a “discount”. That is 7.5% of the total residents in the County, and is a significant percentage of customers that pay only \$30 per year, while the standard rate is \$120 per year.
- The County did not have a formal rolling stock replacement plan, so NewGen assisted the County in developing a ten-year capital improvement plan for solid waste equipment. Based on the analysis, the County needs to set aside approximately \$175,00 per year to adequately fund vehicle replacements (Appendix A, Schedule 2).

## Findings and Recommendations

- Five of the eight counties benchmarked as part of this Analysis assess their residents a **mandatory** user fee to recover the cost of solid waste services. For all five of these counties the fee is greater than \$150 annually per residential account, with several in the \$250 to \$350 per year range.
- Based on NewGen's cost analysis, the County could fully fund solid waste operations with rate increases over the forecasted period and a lowered disability discount.

## Recommendations

- Proposed Punch Card Rates.** NewGen recommends that the County increase their punch card fees to maintain the financial integrity of the utility. We have developed two scenarios for the County to consider. NewGen would support the implementation of either of these two scenarios, as both put the solid waste utility "on the road" to a financially sustainable future.

**Scenario 1:** Table 5-2 shows the proposed rates with disability customers receiving an annual discount of \$15 with a \$24 annual rate increase to regular accounts in years FY 2025-FY2028.

**Table 5-2**  
**Scenario 1: Proposed Annual Rate Increases**

Customer Classes	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Regular Account Rate Increases	\$0.00	\$24.00	\$24.00	\$24.00	\$24.00
Disability	\$30.00	\$129.00	\$153.00	\$177.00	\$201.00
Homeowners	30.00	36.00	42.00	48.00	54.00
North Central	120.00	144.00	168.00	192.00	216.00
Promissory Notes	120.00	144.00	168.00	192.00	216.00
Regular Accounts	120.00	144.00	168.00	192.00	216.00
Waste Management	30.00	36.00	42.00	48.00	54.00

Table 5-3 shows the forecasted revenue recovery from Scenario 1 proposed rates. Details of the proposed rates and forecasted revenue recovery can be found in Appendix A, Schedule 7.

**Table 5-3**  
**Scenario 1: Revenue Recovery at Proposed Rates**

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Total Revenue Requirement	\$1,685,815	\$1,745,651	\$1,807,681	\$1,871,985	\$1,938,649
Total Revenues	994,287	1,312,338	1,538,716	1,767,325	1,998,182
Over/(Under) Current Rates	\$(691,528)	\$(433,313)	\$(268,965)	\$(104,660)	\$59,533
Cumulative Over/(Under)	\$(691,528)	\$(1,124,842)	\$(1,393,806)	\$(1,498,467)	\$(1,438,934)

1. Any minor arithmetic deviation is due to rounding.

## Section 5

**Scenario 2:** Table 5-4 shows the proposed rates with disability customers receiving an annual discount of \$15 with a \$50 rate increase to regular accounts in FY 2025 and FY 2027.

**Table 5-4**  
**Scenario 2: Proposed Rate Increases in FY 2025 and FY 2027**

Customer Classes	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Regular Account Rate Increases	\$0.00	\$50.00	\$0.00	\$50.00	\$0.00
Disability	\$30.00	\$155.00	\$155.00	\$205.00	\$205.00
Homeowners	30.00	42.50	42.50	55.00	55.00
North Central	120.00	170.00	170.00	220.00	220.00
Promissory Notes	120.00	170.00	170.00	220.00	220.00
Regular Accounts	120.00	170.00	170.00	220.00	220.00
Waste Management	30.00	42.50	42.50	55.00	55.00

Table 5-5 shows the forecasted revenue recovery from Scenario 2 proposed rates. Details of the proposed rates and forecasted revenue recovery can be found in Appendix A, Schedule 7

**Table 5-5**  
**Scenario 2: Revenue Recovery at Proposed Rates**

	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
Total Revenue Requirement	\$1,685,815	\$1,745,651	\$1,807,681	\$1,871,985	\$1,938,649
Total Convenience Center Revenues	994,287	1,549,287	1,557,034	2,025,060	2,035,185
Over/(Under) Current Rates	\$(691,528)	\$(196,363)	\$(250,647)	\$153,075	\$96,536
Cumulative Over/(Under)	\$(691,528)	\$(887,892)	\$(1,138,539)	\$(985,464)	\$(888,928)

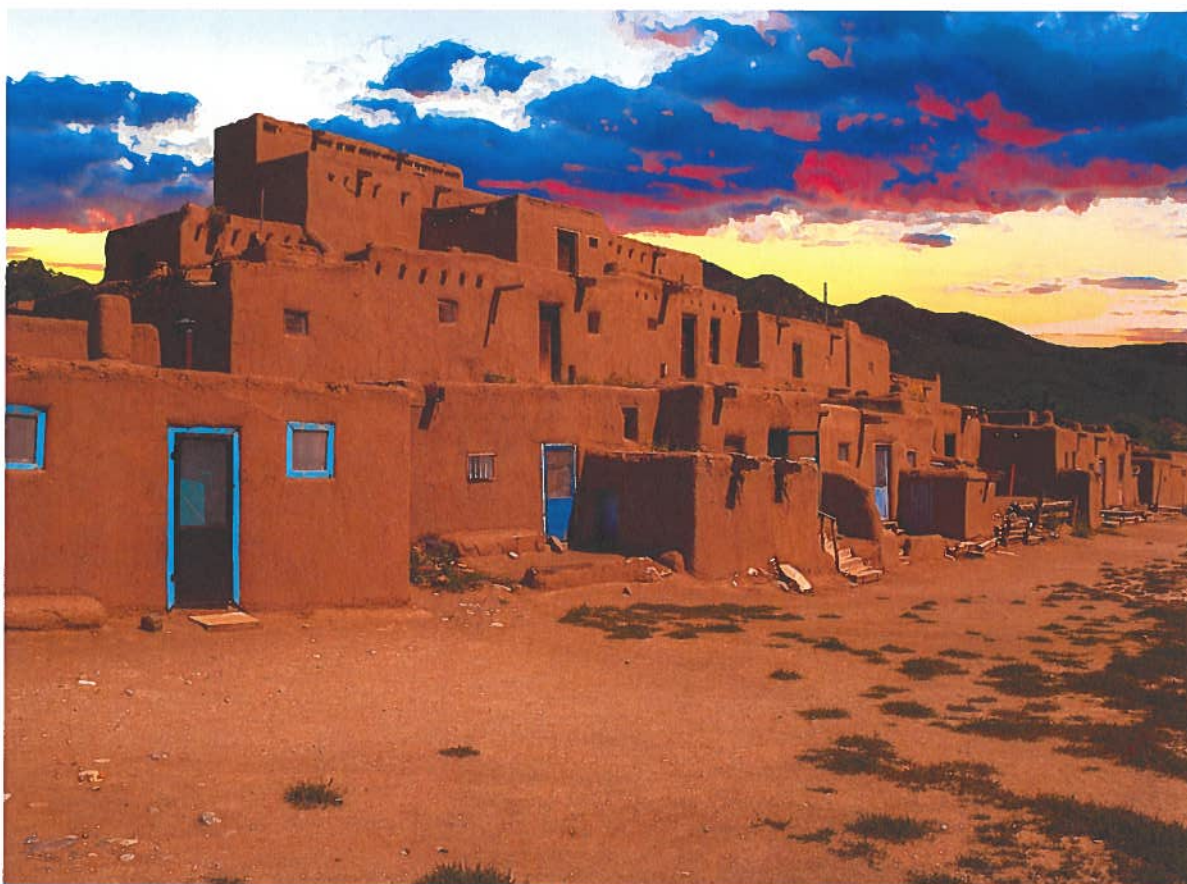
1. Any minor arithmetic deviation is due to rounding.

2. **Have Customers Re-Certify for the \$15 Annual Disability Discount.** NewGen would recommend that a \$15 discount be offered to those customers that are 100% disabled as defined by County ordinance. Secondly, it is recommended that the County have those customers currently receiving the disability discount reapply for this discount to certify they meet the disability standard as defined by the County. NewGen suspects that some of these properties have been transferred from customers that were disabled to those customers that should no longer receive a discount.
3. **Increase Bin Rental Fees.** NewGen would recommend the County increase the bin rental rates by 10% annually in FY 2025 – FY 2028. These rates have not been increased in quite a while, and do not generate a significant amount of revenue.
4. **Evaluate Expansion of The County's Recycling Services.** NewGen would recommend (per the discussion in Section 3 of this Report) that the County further evaluate expanding the County's recycling services, including possibly partnering with the City in this endeavor.

## Findings and Recommendations

---

5. It is NewGen's understanding that there are residents in neighboring counties that live closer to the County's Convenience Centers than other legal disposal options. NewGen would recommend that the County sell these residents punch cards at the standard rate charged "regular accounts." This will minimize illegal dumping and generate some additional incremental revenue for the County.
6. It is not atypical for residents to occasionally lose their punch cards. Unfortunately, some individuals attempt to "circumvent the system" by stating they have "lost" their punch card when they have actually used up all of the punches allowed on their card. NewGen would recommend that the County charge a \$25 "lost card fee" (increasing to \$40 in FY 2027) for those residents requesting new punch cards to replace lost cards. This is a standard industry and utility practice and will minimize individuals attempting to circumvent the system, at the cost of honest ratepayers.



## APPENDIX A SCHEDULES

*This page left intentionally blank to facilitate double-sided printing.*



## **Appendix A**

### **LIST OF SCHEDULES**

---

Schedule 1: Test Year

Schedule 2: Rolling Stock

Schedule 3: Five-Year Revenue Requirement Forecast

Schedule 4: Revenue Requirement Summary

Schedule 5: Cost of Service

Schedule 6: Over/(Under) Recovery Under Current Rates

Schedule 7: Over/(Under) Recovery Under Proposed Rates

*This page left intentionally blank to facilitate double-sided printing.*

Taos County, New Mexico  
Solid Waste Cost of Service Study  
Test Year

Line No.	Account Number	Description	FY 2021 Budget	FY 2021 Actuals	FY 2022 Budget	FY 2022 Actuals	FY 2023 Budget	FY 2023 Actuals	FY 2024 Budget	Adjustments	Test Year	Inflation Factor	Notes
Expenses													
1	Dept. 1610 Solid Waste												
2	Payroll												
3	0202161041020	FULL-TIME POSITIONS	\$ 480,368	\$ 440,790	\$ 504,062	\$ 375,566	\$ 698,360	\$ 475,266	\$ 756,860		\$ 756,860	Labor	
4	0202161041040	TEMPORARY POSITIONS	18,500	25,999	45,000	29,777	45,000	32,216	45,000		45,000	Labor	
5	0202161041050	OVERTIME	11,000	9,788	13,500	4,285	13,500	14,465	13,500		13,500	Labor	
6	Total Payroll		\$ 509,868	\$ 476,577	\$ 562,562	\$ 409,628	\$ 756,860	\$ 521,947	\$ 815,360	\$ -	\$ 815,360		
7	Benefits												
8	0202161042010	FICA	\$ 31,488	\$ 28,709	\$ 34,879	\$ 24,724	\$ 46,925	\$ 31,809	\$ 46,925		\$ 46,925	Benefits	
9	0202161042020	FICA Medicare	7,364	6,714	8,157	5,782	10,974	7,439	10,974		10,974	Benefits	
10	0202161042021	PERA Retirement Contribution	71,008	62,992	69,911	54,720	118,754	75,428	118,754		118,754	Benefits	
11	0202161042050	Health Insurance	142,650	109,411	158,925	102,242	169,126	126,920	169,126		169,126	Benefits	
12	0202161042060	Retiree Health Care	9,607	8,512	9,457	7,394	13,343	9,406	13,343		13,343	Benefits	
13	0202161042070	Unemployment Insurance	600	600	2,025	675	2,025	150	2,025		2,025	Benefits	
14	0202161042080	Workers' Comp	147	140	147	124	147	-	147		147	Benefits	
15	Total Benefits		\$ 262,864	\$ 217,079	\$ 283,501	\$ 195,662	\$ 361,294	\$ 251,151	\$ 361,294	\$ -	\$ 361,294		
16	Operations												
17	0202161043020	PER DIEM	\$ 2,500	\$ -	\$ 2,500	\$ 404	\$ 6,000	\$ 511	\$ 3,500		\$ 3,500	General	
18	0202161043030	TRANSPORTATION EXPENSE	45,000	38,299	45,000	27,079	45,000	43,143	45,000	20,000	65,000	General	1
19	0202161044010	MAINTENANCE/BUILDING/STRUCTURE	2,500	2,256	2,500	51	2,500	-	5,000		5,000	General	
20	0202161044020	MAINTENANCE CONTRACTS	6,000	568	6,000	38,342	-	57,817	-	6,000	6,000	General	1
21	0202161044030	MAINTENANCE GROUNDS/ROADWAYS	500	-	500	-	500	306	500		500	General	
22	0202161044031	MAINTENANCE VEHICLE/FURN/EQUIP	6,000	-	6,000	-	10,000	-	10,000	10,000	20,000	General	1
23	0202161045900	OTHER CONTRACTUAL SERVICES	13,320	13,550	13,320	12,927	35,000	13,840	20,000		20,000	General	
24	0202161045955	TOWN OF TAOS - LANDFILL	285,000	289,334	295,000	352,680	290,000	247,046	290,000		290,000	General	
25	0202161046010	SUPPLIES (OFFICE/FIELD/ED/ETC.	2,700	1,239	2,700	747	7,000	660	3,500		3,500	General	
26	0202161046020	NON-CAPITAL FURN/FIX/EQUIP	5,000	2,931	5,000	3,072	6,750	3,341	5,000		5,000	General	
27	0202161046030	SAFETY EQUIPMENT	6,000	5,762	6,000	3,428	7,000	4,229	7,000		7,000	General	
28	0202161046040	UNIFORM/LINEN EXPENSE	4,300	4,298	4,300	2,412	5,000	3,379	5,000		5,000	General	
29	0202161047040	EMPLOYEE TRAINING	2,000	-	2,000	1,250	5,000	449	5,000		5,000	General	
30	0202161047060	INSURANCE (NON-EMPLOYEE)	20,000	20,000	20,000	20,000	20,000	20,000	24,200		24,200	General	
31	0202161047080	PRINTING/PUBLISHING (INC.ADV)	1,200	1,172	1,200	446	30,200	1,016	1,400		1,400	General	
32	0202161047150	TELEPHONE	9,000	6,969	9,000	7,196	8,000	7,044	8,000		8,000	General	
33	0202161047160	UTILITIES	31,000	11,944	31,000	11,886	31,000	8,632	20,000		20,000	Utilities	
34	0202161047210	WORKER'S COMPENSATION PREMIUMS	20,618	10,618	5,507	5,507	7,573	5,885	7,573		7,573	General	
35	0202161047905	GRT STATE INTERCEPT	9,107	8,134	9,107	13,582	9,107	15,151	9,107		9,107	General	
36	0202161048020	EQUIPMENT & MACHINERY	13,300	-	36,541	-	36,541	-	-		-	General	
37	0202161048070	STREET LGHTNG,TRAFF SIGNAL*SIGNS	2,500	-	2,500	-	2,500	996	2,500		2,500	General	
38	0202161048090	VEHICLES	-	-	165,000	-	420,022	59,235	-		-	Capital	
39	0202161048010	Buildings Structures	-	-	-	-	2,500	-	-		-	None	
40	Total Operations		\$ 487,545	\$ 417,075	\$ 670,675	\$ 501,009	\$ 987,193	\$ 492,679	\$ 472,280	\$ 36,000	\$ 508,280		
41	Capital Improvement Plan												
42		Rolling Stock	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,881	\$ 173,881	Capital	2
43	Total CIP		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 173,881	\$ 173,881		
44	TOTAL EXPENSES		\$ 1,260,277	\$ 1,110,731	\$ 1,516,738	\$ 1,106,298	\$ 2,105,347	\$ 1,265,777	\$ 1,648,934	\$ 209,881	\$ 1,858,815		
Revenues													
45	0202161034100	LAND FILL USER FEES	\$ -	\$ 1,045,917	\$ -	\$ 1,168,430	\$ -	\$ 922,831	\$ -	\$ -	\$ -	None	3
46	0202161034110	BIN RENTAL	-	42,288	-	28,315	-	53,762	-	53,000	53,000	None	1,4
47	0202161034116	FRANCHISE FEES	-	169,733	-	252,755	-	169,071	-	100,000	100,000	None	1,5
48	0202161034117	RECYCLEABLES	-	-	-	13,775	-	16,020	-	10,000	10,000	None	1
49	0202161034118	SCRAP METAL	-	9,400	-	4,556	-	10,038	-	10,000	10,000	None	1
50	0202161034991	CORRECTIONS/ADJUSTMENTS	-	-	-	-	-	-	-	-	-	None	
51		Solid Waste Fund	-	7,857	-	-	-	1,000	-	-	-	None	
52	TOTAL REVENUES		\$ -	\$ 1,275,195	\$ -	\$ 1,467,831	\$ -	\$ 1,172,722	\$ -	\$ 173,000	\$ 173,000		
53	Net Revenue Requirement		\$ 1,260,277	\$ (164,464)	\$ 1,516,738	\$ (361,533)	\$ 2,105,347	\$ 93,055	\$ 1,648,934	\$ 36,881	\$ 1,685,815		

## Footnotes:

- 1 Adjustments made per conversation with the County.
- 2 Rolling stock replacement is shown on schedule 2.
- 3 Source document did not provide budgeted revenues. Per conversation with the County, budgeted revenues have been assumed to be approximately \$925,000.
- 4 This revenue includes revenue from the Taos and Picuris pueblos, North Central, and individual bin rentals.
- 5 Waste Management pays 8% of gross revenues collected to the County.

Taos County, New Mexico  
Solid Waste Cost of Service Study  
Rolling Stock

Line No.	Item Description	Mileage	Purchase Year	Purchase Price	Replacement Cost	Assumed Useful Life	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Year 6 FY 2029	Year 7 FY 2030	Year 8 FY 2031	Year 9 FY 2032	Year 10 FY 2033	Notes
1	<b>Vehicles</b>																
2	Sterling roll off	328,497	2004	\$98,279	\$ 225,000	10	\$ -	\$ 236,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Peterbilt roll off	220,760	2014	149,907	225,000	10	-	-	248,063	-	-	-	-	-	-	-	
4	Peterbilt roll off	190,824	2014	149,907	225,000	10	-	-	-	273,489	-	-	-	-	-	-	
5	Caterpillar 420 backhoe		2009	68,065	135,000	10	-	-	148,838	-	-	-	-	-	-	-	
6	John Deere 324G Skid-steer		2022	59,235	70,000	10	-	-	-	-	-	-	-	-	-	-	
7	Chev 1500	104,770	2014	24,247	50,000	10	50,000	-	-	-	-	-	-	-	-	-	
8	Ram 2500	112,988	2016	31,080	50,000	10	-	-	55,125	-	-	-	-	-	-	-	
9	Ram 1500	79,800	2017	24,496	50,000	10	-	-	-	57,881	-	-	-	-	-	-	
10	Ram 3500	122,076	1999	23,697	50,000	10	-	52,500	-	-	-	-	-	-	-	-	
11	<b>Vehicles Total</b>			<b>\$ 628,914</b>	<b>\$ 1,080,000</b>		<b>\$ 50,000</b>	<b>\$ 288,750</b>	<b>\$ 452,025</b>	<b>\$ 57,881</b>	<b>\$ 273,489</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
12	<b>Other</b>																
13	Morbark wood chipper		2016	44,505	-	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
14	Big Tex 16' trailer		2009	2,375	-	10	-	-	-	-	-	-	-	-	-	-	
15	Big Tex 14' trailer		2016	4,850	-	10	-	-	-	-	-	-	-	-	-	-	
16	Big Tex 14' trailer		2016	4,850	-	10	-	-	-	-	-	-	-	-	-	-	
17	Alley Cat Dumpster: 4 bin recycle trailer		2017	8,529	-	10	-	-	-	-	-	-	-	-	-	-	
18	Cram-A-Lot: Vertical Baler		2008	-	15,000	10	-	-	-	-	-	-	-	-	-	-	
19	D.R. shredder		2023	-	5,000	10	-	-	-	-	-	-	-	-	-	-	
20	<b>Other Total</b>			<b>\$ 65,109</b>	<b>\$ 20,000</b>		<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>\$ 7,500</b>	<b>1</b>
21	<b>Compactors &amp; Bins</b>																
22	Electric Compactor		2004	\$ 16,000	\$ 35,000	10	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
23	Electric Compactor		2004	16,000	35,000	10	-	-	-	-	-	-	-	-	-	-	
24	Electric Compactor		2004	16,000	35,000	10	-	-	-	-	-	-	-	-	-	-	
25	Diesel Compactor			31,612	35,000	10	-	-	-	-	-	-	-	-	-	-	
26	Diesel Compactor			-	35,000	10	-	-	-	-	-	-	-	-	-	-	
27	Compactor Bin			4,600	10,000		-	-	-	-	-	-	-	-	-	-	
28	Compactor Bin			4,600	10,000		-	-	-	-	-	-	-	-	-	-	
29	Compactor Bin			4,600	10,000		-	-	-	-	-	-	-	-	-	-	
30	Compactor Bin			4,600	10,000		-	-	-	-	-	-	-	-	-	-	
31	Compactor Bin			4,600	10,000		-	-	-	-	-	-	-	-	-	-	
32	Compactor Bin			4,600	10,000		-	-	-	-	-	-	-	-	-	-	
33	40 Yard Bin (20)		2006	81,380	200,000		-	-	-	-	-	-	-	-	-	-	
34	40 Yard Bin (5)		2006	20,345	50,000		-	-	-	-	-	-	-	-	-	-	
35	30 Yard Bin (15)		2006	52,350	150,000		-	-	-	-	-	-	-	-	-	-	
36	30 Yard Bin (5)		2006	17,450	50,000		-	-	-	-	-	-	-	-	-	-	
37	Covered Bin (6)		1994	6,000	7,500		-	-	-	-	-	-	-	-	-	-	
38	95 Gallon Bin (24)		2004	92,800	120,000		-	-	-	-	-	-	-	-	-	-	
39	<b>Compactors &amp; Bins Total</b>			<b>\$ 377,537</b>	<b>\$ 812,500</b>		<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>\$ 54,167</b>	<b>2</b>
40	<b>Total Rolling Stock</b>			<b>\$ 1,071,560</b>	<b>\$ 1,912,500</b>		<b>\$ 111,667</b>	<b>\$ 350,417</b>	<b>\$ 513,692</b>	<b>\$ 119,548</b>	<b>\$ 335,156</b>	<b>\$ 61,667</b>	<b>\$ 61,667</b>	<b>\$ 61,667</b>	<b>\$ 61,667</b>	<b>\$ 61,667</b>	
41	<b>Rolling Stock 10-Year Average</b>						<b>\$ 173,881</b>	<b>\$ 173,881</b>	<b>\$ 173,881</b>	<b>\$ 173,881</b>	<b>\$ 173,881</b>	<b>\$ 173,881</b>	<b>\$ 173,881</b>	<b>\$ 173,881</b>	<b>\$ 173,881</b>	<b>\$ 173,881</b>	

Note: Rolling stock provided by the county.

Footnotes:

1 NewGen recommending \$7,500 per year set aside for other vehicles.

2 NewGen recommending \$54K per year be set aside for other vehicles. That is (\$812,500 over 15 years).

Taos County, New Mexico									
Solid Waste Cost of Service Study									
Five Year Revenue Requirement Forecast									
Line No.	Account Number	Description	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Inflation Factor	Notes
Expenses									
1	Dept. 1610 Solid Waste								
2	Payroll								
3	0202161041020	FULL-TIME POSITIONS	\$ 756,860	\$ 787,134	\$ 818,620	\$ 851,365	\$ 885,419	Labor	
4	0202161041040	TEMPORARY POSITIONS	45,000	46,800	48,672	50,619	52,644	Labor	
5	0202161041050	OVERTIME	13,500	14,040	14,602	15,186	15,793	Labor	
6	Total Payroll		\$ 815,360	\$ 847,974	\$ 881,893	\$ 917,169	\$ 953,856		
7	Benefits								
8	0202161042010	FICA	\$ 46,925	\$ 48,802	\$ 50,754	\$ 52,784	\$ 54,896	Benefits	
9	0202161042020	FICA Medicare	10,974	11,413	11,869	12,344	12,838	Benefits	
10	0202161042021	PERA Retirement Contribution	118,754	123,504	128,444	133,582	138,925	Benefits	
11	0202161042050	Health Insurance	169,126	175,891	182,927	190,244	197,853	Benefits	
12	0202161042060	Retiree Health Care	13,343	13,877	14,432	15,009	15,609	Benefits	
13	0202161042070	Unemployment Insurance	2,025	2,106	2,190	2,278	2,369	Benefits	
14	0202161042080	Workers' Comp	147	153	159	165	172	Benefits	
15	Total Benefits		\$ 361,294	\$ 375,746	\$ 390,776	\$ 406,407	\$ 422,663		
16	Operations								
17	0202161043020	PER DIEM	\$ 3,500	\$ 3,588	\$ 3,677	\$ 3,769	\$ 3,863	General	
18	0202161043030	TRANSPORTATION EXPENSE	65,000	66,625	68,291	69,998	71,748	General	
19	0202161044010	MAINTENANCE/BUILDING/STRUCTURE	5,000	5,125	5,253	5,384	5,519	General	
20	0202161044020	MAINTENANCE CONTRACTS	6,000	6,150	6,304	6,461	6,623	General	
21	0202161044030	MAINTENANCE GROUNDS/ROADWAYS	500	513	525	538	552	General	
22	0202161044031	MAINTENANCE VEHICLE/FURN/EQUIP	20,000	20,500	21,013	21,538	22,076	General	
23	0202161045900	OTHER CONTRACTUAL SERVICES	20,000	20,500	21,013	21,538	22,076	General	
24	0202161045955	TOWN OF TAOS - LANDFILL	290,000	297,250	304,681	312,298	320,106	General	
25	0202161046010	SUPPLIES (OFFICE/FIELD/ED/ETC.	3,500	3,588	3,677	3,769	3,863	General	
26	0202161046020	NON-CAPITAL FURN/FIX/EQUIP	5,000	5,125	5,253	5,384	5,519	General	
27	0202161046030	SAFETY* EQUIPMENT	7,000	7,175	7,354	7,538	7,727	General	
28	0202161046040	UNIFORM/LINEN EXPENSE	5,000	5,125	5,253	5,384	5,519	General	
29	0202161047040	EMPLOYEE TRAINING	5,000	5,125	5,253	5,384	5,519	General	
30	0202161047060	INSURANCE (NON-EMPLOYEE)	24,200	24,805	25,425	26,061	26,712	General	
31	0202161047080	PRINTING/PUBLISHING (INC.ADV)	1,400	1,435	1,471	1,508	1,545	General	
32	0202161047150	TELEPHONE	8,000	8,200	8,405	8,615	8,831	General	
33	0202161047160	UTILITIES	20,000	21,000	22,050	23,153	24,310	Utilities	
34	0202161047210	WORKER'S COMPENSATION PREMIUMS	7,573	7,762	7,956	8,155	8,359	General	
35	0202161047905	GRT STATE INTERCEPT	9,107	9,335	9,568	9,807	10,052	General	
36	0202161048020	EQUIPMENT & MACHINERY	-	-	-	-	-	General	
37	0202161048070	STREET LGHTNG,TRAFF SIGNAL*SIGNS	2,500	2,563	2,627	2,692	2,760	General	
38	0202161048090	VEHICLES	-	-	-	-	-	Capital	
39	0202161048010	Buildings Structres	-	-	-	-	-	None	
40	Total Operations		\$ 508,280	\$ 521,487	\$ 535,049	\$ 548,977	\$ 563,280		
41	Capital Improvement Plan								
42		Rolling Stock	\$ 173,881	\$ 173,881	\$ 173,881	\$ 173,881	\$ 173,881	Capital	
43	Total CIP		\$ 173,881	\$ 173,881	\$ 173,881	\$ 173,881	\$ 173,881		
44	TOTAL EXPENSES		\$ 1,858,815	\$ 1,919,088	\$ 1,981,599	\$ 2,046,434	\$ 2,113,680		
Revenues									
45	0202161034100	LAND FILL USER FEES	\$ -	\$ -	\$ -	\$ -	\$ -	None	
46	0202161034110	BIN RENTAL	53,000	53,438	53,919	54,448	55,030	None	1
47	0202161034116	FRANCHISE FEES	100,000	100,000	100,000	100,000	100,000	None	
48	0202161034117	RECYCLEABLES	10,000	10,000	10,000	10,000	10,000	None	
49	0202161034118	SCRAP METAL	10,000	10,000	10,000	10,000	10,000	None	
50	0202161034991	CORRECTIONS/ADJUSTMENTS	-	-	-	-	-	None	
51		Solid Waste Fund	-	-	-	-	-	None	
52	TOTAL REVENUES		\$ 173,000	\$ 173,438	\$ 173,919	\$ 174,448	\$ 175,030		
53	Net Revenue Requirement		\$ 1,685,815	\$ 1,745,651	\$ 1,807,681	\$ 1,871,985	\$ 1,938,649		

Footnote:

1 Increase individual bin rental rates by 10% in FY 25, FY 26, FY 27, and FY 28.

Taos County, New Mexico  
Solid Waste Cost of Service Study  
Revenue Requirement Summary

Line No.		Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
1	Convenience Centers	\$ 606,224	\$ 631,592	\$ 657,918	\$ 685,235	\$ 713,580
2	Landfill	288,795	296,015	303,416	311,001	318,776
3	Recycling Hub	72,051	74,939	77,940	81,059	84,299
4	Hauling	265,342	272,542	280,019	287,784	295,846
5	Administrative	414,213	429,997	446,398	463,441	481,152
6	Bin Rental	10,238	10,399	10,564	10,732	10,904
7	Community Cleanup & Illegal Dumping Cleanups	8,700	8,990	9,292	9,606	9,931
8	Chipping Yard Waste	17,528	17,976	18,439	18,920	19,417
9	Misc. (tires, oil, e-waste, batteries, etc.)	2,725	3,200	3,695	4,209	4,743
10	<b>Total Revenue Requirement</b>	<b>\$ 1,685,815</b>	<b>\$ 1,745,651</b>	<b>\$ 1,807,681</b>	<b>\$ 1,871,985</b>	<b>\$ 1,938,649</b>

Taos County, New Mexico  
Solid Waste Cost of Service Study  
Cost of Service

Line No.		Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
1	Convenience Centers	\$ 606,224	\$ 631,592	\$ 657,918	\$ 685,235	\$ 713,580
2	Landfill	288,795	296,015	303,416	311,001	318,776
3	Recycling Hub	72,051	74,939	77,940	81,059	84,299
4	Hauling	265,342	272,542	280,019	287,784	295,846
5	Administrative	414,213	429,997	446,398	463,441	481,152
6	Bin Rental	10,238	10,399	10,564	10,732	10,904
7	Community Cleanup & Illegal Dumping Cleanups	8,700	8,990	9,292	9,606	9,931
8	Chipping Yard Waste	17,528	17,976	18,439	18,920	19,417
9	Misc. (tires, oil, e-waste, batteries, etc.)	2,725	3,200	3,695	4,209	4,743
10	<b>Total Revenue Requirement</b>	<b>\$ 1,685,815</b>	<b>\$ 1,745,651</b>	<b>\$ 1,807,681</b>	<b>\$ 1,871,985</b>	<b>\$ 1,938,649</b>
11	Tonnage Collected	6,622	6,655	6,688	6,721	6,755
12	Total Customers	14,006	14,076	14,146	14,217	14,288
13	Cost Per Ton	\$ 255	\$ 262	\$ 270	\$ 279	\$ 287
14	Cost Per Customer	\$ 120	\$ 124	\$ 128	\$ 132	\$ 136

Taos County, New Mexico  
Solid Waste Cost of Service Study  
Over/(Under) Recovery Under Current Rates

Line No.	Current	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
----------	---------	-------------------	-------------------	-------------------	-------------------	-------------------

1	Revenue Requirement	\$ 1,685,815	\$ 1,745,651	\$ 1,807,681	\$ 1,871,985	\$ 1,938,649
---	---------------------	--------------	--------------	--------------	--------------	--------------

**Customer Descriptions**

2	DS - Disability	Billed in January each year. Receive 2 punch cards valid for 24 punches each.
3	HA - Homeowners	Billed in January each year. Receive 1 punch card valid for 6 punches for one year.
4	NC - North Central	Billed every 6 months. Can purchase 1 punch card valid for 12 punches for a period of 6 months from the date of purchase.
5	PN - Promissory Notes	Billed quarterly. Receive 1 punch card valid for 12 punches for a 3 month period.
6	RG - Regular Accounts	Billed quarterly. Receive 1 punch card valid for 12 punches for a 3 month period.
7	WM - Waste Management	Billed in January each year. Receive 1 punch card valid for 6 punches for one year.

**Customers**

8	Current Customers					
9	DS - Disability	1,038	1,043	1,048	1,054	1,059
10	HA - Homeowners	1,368	1,375	1,382	1,389	1,396
11	NC - North Central	11	11	11	11	11
12	PN - Promissory Notes	15	15	15	15	15
13	RG - Regular Accounts	6,322	6,353	6,385	6,417	6,449
14	WM - Waste Management	5,183	5,209	5,235	5,261	5,287
15	<b>Total Customers</b>	<b>13,936</b>	<b>14,006</b>	<b>14,076</b>	<b>14,146</b>	<b>14,217</b>

**Rates**

16	DS - Disability	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$ 30.00
17	HA - Homeowners	30.00	30.00	30.00	30.00	30.00
18	NC - North Central	120.00	120.00	120.00	120.00	120.00
19	PN - Promissory Notes	120.00	120.00	120.00	120.00	120.00
20	RG - Regular Accounts	120.00	120.00	120.00	120.00	120.00
21	WM - Waste Management	30.00	30.00	30.00	30.00	30.00

**Revenue**

22	DS - Disability	\$ 31,140	\$ 31,296	\$ 31,452	\$ 31,609	\$ 31,767
23	HA - Homeowners	41,040	41,245	41,451	41,659	41,867
24	NC - North Central	1,320	1,327	1,333	1,340	1,347
25	PN - Promissory Notes	1,740	1,749	1,757	1,766	1,775
26	RG - Regular Accounts	758,610	762,403	766,215	770,046	773,896
27	WM - Waste Management	155,490	156,267	157,049	157,834	158,623
28	<b>Total Customers</b>	<b>\$ 989,340</b>	<b>\$ 994,287</b>	<b>\$ 999,258</b>	<b>\$ 1,004,254</b>	<b>\$ 1,009,276</b>

**Over/(Under) Recovery**

30	Total Revenue Requirement	\$ 1,685,815	\$ 1,745,651	\$ 1,807,681	\$ 1,871,985	\$ 1,938,649
31	Total Project Revenue at Current Rates	994,287	999,258	1,004,254	1,009,276	1,014,322
32	Over/(Under) Current Rates	\$ (691,528)	\$ (746,393)	\$ (803,426)	\$ (862,710)	\$ (924,327)
33	Cumulative Over/(Under)	\$ (691,528)	\$ (1,437,921)	\$ (2,241,347)	\$ (3,104,057)	\$ (4,028,384)



Taos County, New Mexico  
Solid Waste Cost of Service Study  
Over/(Under) Recovery Under Proposed Rates

Line No.	Current	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Notes
1	Revenue Requirement	\$ 1,685,815	\$ 1,745,651	\$ 1,807,681	\$ 1,871,985	\$ 1,938,649	
<b>Customers</b>							
2	Current Customers						
3	DS - Disability	1,038	1,043	-	-	-	1
4	HA - Homeowners	1,368	1,375	1,382	1,389	1,396	
5	NC - North Central	11	11	11	11	11	
6	PN - Promissory Notes	15	15	15	15	15	
7	RG - Regular Accounts	6,322	6,353	7,434	7,471	7,508	1
8	WM - Waste Management	5,183	5,209	5,235	5,261	5,287	
9	Total Customers	13,936	14,006	14,076	14,146	14,217	14,288
<b>SCENARIO 1: Proposed Rates with \$15 Disability Discount</b>							
10	Rate Increase To Regular Accounts	\$ -	\$ 24.00	\$ 24.00	\$ 24.00	\$ 24.00	
11	Disability Discount	\$ -	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	
12	DS - Disability	\$ 30.00	\$ 30.00	\$ 129.00	\$ 153.00	\$ 177.00	\$ 201.00
13	HA - Homeowners	30.00	30.00	36.00	42.00	48.00	54.00
14	NC - North Central	120.00	120.00	144.00	168.00	192.00	216.00
15	PN - Promissory Notes	120.00	120.00	144.00	168.00	192.00	216.00
16	RG - Regular Accounts	120.00	120.00	144.00	168.00	192.00	216.00
17	WM - Waste Management	30.00	30.00	36.00	42.00	48.00	54.00
<b>Revenue</b>							
18	DS - Disability	\$ 31,140	\$ 31,296	\$ -	\$ -	\$ -	\$ -
19	HA - Homeowners	41,040	41,245	49,742	58,322	66,987	75,737
20	NC - North Central	1,320	1,327	1,600	1,876	2,155	2,436
21	PN - Promissory Notes	1,740	1,749	2,109	2,473	2,840	3,211
22	RG - Regular Accounts	758,610	762,403	1,070,429	1,255,077	1,441,546	1,629,848
23	WM - Waste Management	155,490	156,267	188,459	220,968	253,797	286,949
24	Total Customers	\$ 989,340	\$ 994,287	\$ 1,312,338	\$ 1,538,716	\$ 1,767,325	\$ 1,998,182
<b>Scenario 1 Over/(Under) Recovery</b>							
25	Total Revenue Requirement	\$ 1,685,815	\$ 1,745,651	\$ 1,807,681	\$ 1,871,985	\$ 1,938,649	
26	Total Projected Revenue at Proposed Rates	994,287	1,312,338	1,538,716	1,767,325	1,998,182	
27	Over/(Under) Proposed Rates	\$ (691,528)	\$ (433,313)	\$ (268,965)	\$ (104,660)	\$ 59,533	
28	Cumulative Over/(Under)	\$ (691,528)	\$ (1,124,842)	\$ (1,393,806)	\$ (1,498,467)	\$ (1,438,934)	

NOTE: If we assume 500 residents apply and receive the \$15 disability discount on the proposed rate of \$216 in FY 2028, that is approximately \$100,500K in revenue (500\*\$201 = \$100,500). If those 500 residents were charged the full amount of \$216, that is approximately \$108,000 in revenue (500\*\$216.00 = \$108,000). The total difference is approximately \$7,500.

**Footnotes:**

- 1 Disability customers moved to regular accounts until reapplication for disability discount.

Taos County, New Mexico  
Solid Waste Cost of Service Study  
Over/(Under) Recovery Under Proposed Rates

Line No.	Current	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028	Notes
----------	---------	-------------------	-------------------	-------------------	-------------------	-------------------	-------

**SCENARIO 2: Proposed Rates with \$15 Disability Discount**

29	Rate Increase To Regular Accounts	\$ -	\$ 50.00	\$ -	\$ 50.00	\$ -	
30	Disability Discount	\$ -	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	
31	DS - Disability	\$ 30.00	\$ 30.00	\$ 155.00	\$ 155.00	\$ 205.00	
32	HA - Homeowners	30.00	30.00	42.50	42.50	55.00	
33	NC - North Central	120.00	120.00	170.00	170.00	220.00	
34	PN - Promissory Notes	120.00	120.00	170.00	170.00	220.00	
35	RG - Regular Accounts	120.00	120.00	170.00	170.00	220.00	
36	WM - Waste Management	30.00	30.00	42.50	42.50	55.00	

**Revenue**

37	DS - Disability	\$ 31,140	\$ 31,296	\$ -	\$ -	\$ -	
38	HA - Homeowners	41,040	41,245	58,723	59,016	76,756	
39	NC - North Central	1,320	1,327	1,889	1,898	2,469	
40	PN - Promissory Notes	1,740	1,749	2,490	2,502	3,254	
41	RG - Regular Accounts	758,610	762,403	1,263,700	1,270,019	1,651,772	
42	WM - Waste Management	155,490	156,267	222,486	223,598	290,809	
43	<b>Total Customers</b>	<b>\$ 989,340</b>	<b>\$ 994,287</b>	<b>\$ 1,549,287</b>	<b>\$ 1,557,034</b>	<b>\$ 2,025,060</b>	<b>\$ 2,035,185</b>

**Scenario 2 Over/(Under) Recovery**

44	Total Revenue Requirement	\$ 1,685,815	\$ 1,745,651	\$ 1,807,681	\$ 1,871,985	\$ 1,938,649	
45	Total Projected Revenue at Proposed Rates	994,287	1,549,287	1,557,034	2,025,060	2,035,185	
46	Over/(Under) Proposed Rates	\$ (691,528)	\$ (196,363)	\$ (250,647)	\$ 153,075	\$ 96,536	
47	Cumulative Over/(Under)	\$ (691,528)	\$ (887,892)	\$ (1,138,539)	\$ (985,464)	\$ (888,928)	

**Taos County, New Mexico  
Solid Waste Cost of Service Study**

DS - Disability	Billed in January each year. Receive 2 punch cards valid for 24 punches each.
HA - Homeowners	Billed in January each year. Receive 1 punch card valid for 6 punches for one year.
NC - North Central	Billed every 6 months. Can purchase 1 punch card valid for 12 punches for a period of 6 months from the data of purchase.
PN - Promissory Notes	Billed quarterly. Receive 1 punch card valid for 12 punches for a 3 month period.
RG - Regular Accounts	Billed quarterly. Receive 1 punch card valid for 12 punches for a 3 month period.
WM - Waste Management	Billed in January each year. Receive 1 punch card valid for 6 punches for one year.

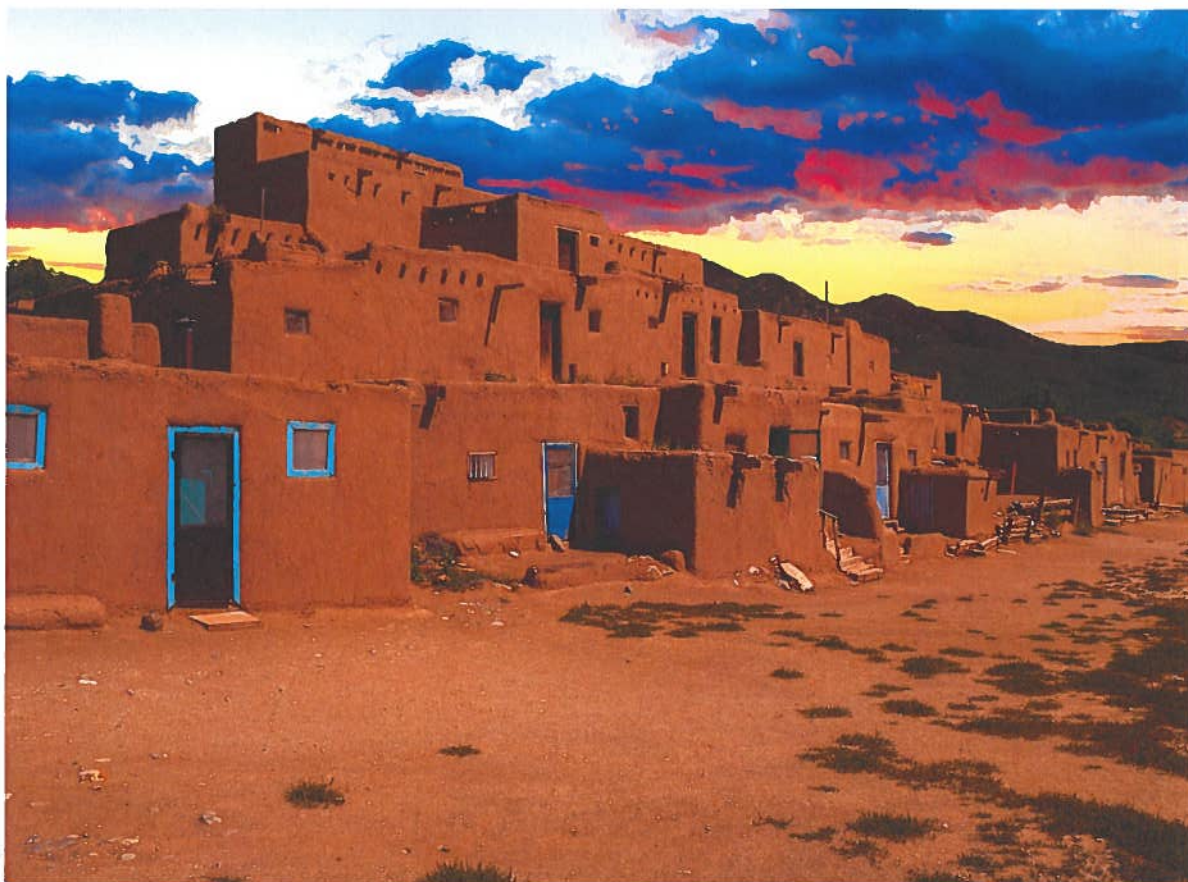
	Annual Punch Cards/Customer	Annual Punches/Customer	lbs Per Punch	Annual tons allowed per Customer	Customers	Total tons	% of Capacity
DS - Disability	2	48	80	1.92	1,038	1,993	13%
HA - Homeowners	1	6	80	0.24	1,368	328	2%
NC - North Central	2	24	80	0.96	11	11	0%
PN - Promissory Notes	4	48	80	1.92	15	28	0%
RG - Regular Accounts	4	48	80	1.92	6,322	12,138	77%
WM - Waste Management	1	6	80	0.24	5,183	1,244	8%
					<b>13,936</b>	<b>15,741</b>	

County of Taos, New Mexico  
Solid Waste Cost of Service Study  
Bin Rentals

Line No.	Current	Year 1 FY 2024	Year 2 FY 2025	Year 3 FY 2026	Year 4 FY 2027	Year 5 FY 2028
1	<b>Rate Increase</b>	0%	10%	10%	10%	10%
2	<b><u>Bin Rental Rates</u></b>					
3	30 Yard	\$ 275.00	\$ 275.00	\$ 302.50	\$ 332.75	\$ 366.03
4	40 Yard	\$ 315.00	\$ 315.00	\$ 346.50	\$ 381.15	\$ 419.27
5	<b><u>Per Ton Rate</u></b>	\$ 50.00	\$ 50.00	\$ 55.00	\$ 60.50	\$ 66.55
6	Annual Number Hauls	11	11	11	11	11
7	Annual Tons	27	27	27	27	27
8	<b>Individual Bin Rental Revenue</b>					
9	Haul Revenue	\$ 3,025	\$ 3,328	\$ 3,660	\$ 4,026	\$ 4,429
10	Tonnage Rev	\$ 1,350	\$ 1,485	\$ 1,634	\$ 1,797	\$ 1,977
11	<b>Total Revenue</b>	\$ 4,375	\$ 4,813	\$ 5,294	\$ 5,823	\$ 6,405
12	<b>Revenue Change</b>		\$ 438	\$ 481	\$ 529	\$ 582

*This page left intentionally blank to facilitate double-sided printing.*

## NewGen Strategies & Solutions



8140 North Mopac Expressway, Suite 1-240  
Austin, TX 78759  
Email: [dyanke@newgenstrategies.net](mailto:dyanke@newgenstrategies.net)  
(512) 649-1254  
[www.newgenstrategies.net](http://www.newgenstrategies.net)



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024


**SUBJECT:** Discussion, consideration and decision regarding the approval of Resolution No. 2024-45, A Resolution approving physical inventory for Taos County assets - Elsa Vigil, Chief Procurement Officer

---

[2024-45 R.pdf](#)

[For Resolution 2024-45.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Elsa Vigil	<b>Presenters Title</b>	Chief Procurement Officer
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Approval of Resolution No. 2024-45, A resolution approving physical inventory for Taos County assets.

See attached documents.

Signature/Date of person picking up final documents:





**TAOS COUNTY  
RESOLUTION NO. 2024-45**

**WHEREAS**, the Taos County Board of Commissioners is the governing authority of Taos County, New Mexico; and

**WHEREAS**, pursuant to NMSA 1978, §12-6-10, the Board shall, at the end of each fiscal year, conduct an inventory of certain Taos County chattels and equipment; and

**WHEREAS**, the Fixed Assets Manager has conducted an annual inventory of all moveable chattels and equipment costing five thousand dollars (\$5,000) or more; and

**WHEREAS**, the Fixed Assets Manager has determined that he attached physical inventory is correct.

**NOW, THEREFORE, BE IT RESOLVED**, the Taos County Board of Commissioners does hereby certify as correct, the attached physical inventory of Taos County Assets.

**PASSED, APPROVED, AND ADOPTED**, this 3<sup>rd</sup> day of September 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF TAOS COUNTY, NEW MEXICO**

\_\_\_\_\_  
F.R. Bob Romero, Chairman

\_\_\_\_\_  
Ronald Mascareñas, Vice Chair

\_\_\_\_\_  
Darlene J. Vigil, Commissioner

\_\_\_\_\_  
AnJanette Brush, Commissioner

\_\_\_\_\_  
Miguel Romero, Commissioner

**VOTE RECORD:**

F.R. Romero	yes	no	abstain	absent
R. Mascareñas	yes	no	abstain	absent
D. Vigil	yes	no	abstain	absent
A. Brush	yes	no	abstain	absent
M. Romero	yes	no	abstain	absent

**Attest:**

\_\_\_\_\_  
Valerie Montoya, Taos County Clerk

**Approved as to form:**

\_\_\_\_\_  
County Attorney

Date: 8/30/24 7:50:23

INVENTORY LISTING - FACILITIES MANAGEMENT

Page: 4

Physical Grand Total **	BEGINNING	07/01/2023	THRU 06/30/2024	ASSET	ACCU DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCU DEP	ADDITIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCU DEP ENDING BALANCE	
MACHINERY & EQUIPMENT	187,416.31	116,445.01	.00	.00	.00	.00	.00	187,416.31	5,349.39	121,794.40	65,621.91
VEHICLE	224,918.00	224,918.00	.00	.00	.00	.00	.00	224,918.00	.00	224,918.00	.00
**Total	412,334.31	341,363.01	.00	.00	.00	.00	.00	412,334.31	5,349.39	346,712.40	65,621.91
Financial Grand Total**	BEGINNING	BEGINNING	THRU 06/30/2024	ASSET	ASSET	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCU DEP	ADDITIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCU DEP ENDING BALANCE	
COUNTY	382,334.31	311,363.01	.00	.00	.00	.00	.00	382,334.31	5,349.39	316,712.40	65,621.91
GRANT	30,000.00	30,000.00	.00	.00	.00	.00	.00	30,000.00	.00	30,000.00	.00
**Total	412,334.31	341,363.01	.00	.00	.00	.00	.00	412,334.31	5,349.39	346,712.40	65,621.91
	INVENTORY CERTIFICATION										

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 65621.91  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

Facilities Director

REPORT SELECTION IS :  
FACILITIES MANAGEMENT,07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dels-Y, Ins-Y, Outs-Y, Phys-Y, Fin-Y, GINT-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 8:10:19

INVENTORY LISTING - SENIOR CTR VEHICLES (A14-1274)

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS								
VEHICLE	42,000.00	42,000.00	.00	.00	.00	.00	.00	42,000.00	.00	42,000.00	.00
**Total	42,000.00	42,000.00	.00	.00	.00	.00	.00	42,000.00	.00	42,000.00	.00
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
GRANT	42,000.00	42,000.00	.00	.00	.00	.00	.00	42,000.00	.00	42,000.00	.00
**Total	42,000.00	42,000.00	.00	.00	.00	.00	.00	42,000.00	.00	42,000.00	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED



TITLE

Program Supervisor

REPORT SELECTION IS :  
SENIOR CTR VEHICLES (A14-1274), 07/01/2023 to 06/30/2024, cert-Y, Mod-Y, Dirs-Y, Ins-Y, Outs-Y, Phyc-Y, Flnt-Y, Grnt-Y, fm-5000.00 co-999999999.99

Date: 8/30/24 8:54:01

INVENTORY LISTING - SENIOR PROGRAM

Page: 4

Physical Total *													
	ASSET BEGINNING	ACCUM DEP BEGINNING	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER +/-	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE		
IMPROVEMENTS	9,795.00	5,877.00	.00	.00	.00	.00	.00	9,795.00	579.50	6,856.50	2,938.50		
MACHINERY & EQUIPMENT	56,684.21	25,614.66	.00	.00	.00	.00	.00	56,684.21	5,032.13	30,646.79	26,633.42		
VEHICLE	596,022.50	410,468.22	.00	.00	.00	.00	.00	596,022.50	42,269.95	452,728.12	143,284.36		
**Total	662,501.71	441,959.88	.00	.00	.00	.00	.00	662,501.71	48,281.53	490,241.41	172,260.30		
Financial Total *													
	ASSET BEGINNING	ACCUM DEP BEGINNING	THRU 06/30/2024	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER +/-	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE	
COUNTY	32,010.78	49,159.51		.00	.00	.00	.00	.00	72,010.78	4,423.78	53,583.29	18,427.49	
GRANT	581,680.93	383,990.37		.00	.00	.00	.00	.00	581,680.93	43,857.75	427,848.12	153,832.81	
DONATED	8,810.00	8,810.00		.00	.00	.00	.00	.00	8,810.00	.00	8,810.00	.00	
**Total	662,501.71	441,959.88		.00	.00	.00	.00	.00	662,501.71	48,281.53	490,241.41	172,260.30	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF SENIOR PROGRAM AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 172260.30 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

*Alexandra Yold*

TITLE

*Program Supervisor*

Date: 8/30/24 8:09:33

INVENTORY LISTING - SAOG/VEHICLE 2004-012

Page: 3

Physical Grand Total **											
BEGINNING			BEGINNING			ASSET			TRANSFER		
ASSET COST			ACCU DEP			ADDITIONS			+ / -		
						DELETIONS			DEPRECIATION		
									ENDING BALANCE		
									CURRENT		
									DEPRECIATION		
									ENDING BALANCE		
									DEP ASSET		
									BALANCE		
Financial Grand Total**											
BEGINNING			BEGINNING			ASSET			TRANSFER		
ASSET COST			ACCU DEP			ADDITIONS			+ / -		
						DELETIONS			DEPRECIATION		
									ENDING BALANCE		
									CURRENT		
									DEPRECIATION		
									ENDING BALANCE		
									DEP ASSET		
									BALANCE		
COUNTY											
23,620.00			23,620.00			.00			.00		
24,290.00			24,290.00			.00			.35		
47,910.00			47,910.00			.00			47,910.00		
INVENTORY CERTIFICATION											
.00			.00			.00			.00		

Date: 8/30/24 8:17:14

INVENTORY LISTING - MMSAOA CONTRACT NO. 2006-456

Page: 3

Physical Grand Total **											
BEGINNING			07/01/2023			THRU 06/30/2024			ASSET		
ASSET COST			BEGINNING			ASSET			DELETIONS		
			ACCUM DEP			ADDITIONS			ACCUM DEP		
									DELETIONS		
TRANSFER			TRANSFER			TRANSFER			TRANSFER		
+ / -			+ / -			+ / -			+ / -		
DEPRECIATION			DEPRECIATION			DEPRECIATION			DEPRECIATION		
ENDING BALANCE			ENDING BALANCE			ENDING BALANCE			ENDING BALANCE		
CURRENT			CURRENT			CURRENT			CURRENT		
DEPRECIATION			DEPRECIATION			DEPRECIATION			DEPRECIATION		
ENDING BALANCE			ENDING BALANCE			ENDING BALANCE			ENDING BALANCE		
DEP ASSET			DEP ASSET			DEP ASSET			DEP ASSET		

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
MMSAOA CONTRACT NO. 2006-456, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dels-Y, Ins-Y, Cuts-Y, Phyl-Y, Flnt-Y, Gnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 8:53:11

INVENTORY LISTING - NMSA CONTRACT NO. 2010-3060

Page: 3

Physical Grand Total **												
	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE	
VEHICLE	11,142.00	11,142.00	.00	.00	.00	.00	.00	11,142.00	.00	11,142.00	.00	
Total	11,142.00	11,142.00	.00	.00	.00	.00	.00	11,142.00	.00	11,142.00	.00	
Financial Grand Total**												
	BEGINNING ASSET COST	BEGINNING ACCU DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE	
COUNTY	11,142.00	11,142.00	.00	.00	.00	.00	.00	11,142.00	.00	11,142.00	.00	
Total	11,142.00	11,142.00	.00	.00	.00	.00	.00	11,142.00	.00	11,142.00	.00	
INVENTORY CERTIFICATION												

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

 REPORT SELECTION IS :  
 MSA CONTRACT NO. 2010-3060, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dels-Y, Ins-Y, Outs-Y, Phys-Y, Fint-Y, Gnt-Y, Em-5000.00 to-999999999.99

 Alexandra Hilde  
 Payroll Supervisor

Date: 8/30/24 8:14:12

INVENTORY LISTING - NMS AGENCY ON AGING VEHICLE

Page: 3

Physical Grand Total **											
BEGINNING ASSET COST	07/01/2023 BEGINNING ACCU DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE	
25,813.00	25,813.00	.00	.00	.00	.00	.00	25,813.00	.00	25,813.00	.00	
25,813.00	25,813.00	.00	.00	.00	.00	.00	25,813.00	.00	25,813.00	.00	
Financial Grand Total**	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCU DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
25,813.00	25,813.00	25,813.00	.00	.00	.00	.00	25,813.00	.00	25,813.00	.00	
25,813.00	25,813.00	25,813.00	.00	.00	.00	.00	25,813.00	.00	25,813.00	.00	
Inventory	25,813.00	25,813.00	.00	.00	.00	.00	25,813.00	.00	25,813.00	.00	
Total	25,813.00	25,813.00	.00	.00	.00	.00	25,813.00	.00	25,813.00	.00	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

*Herandine Klotz*

TITLE

*Program Supervisor*

REPORT SELECTION IS :  
45 AGENCY ON AGING VEHICLE, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phys-Y, Flnt-Y, Gnt-Y, Im-5000.00 to-99999999.99



Date: 8/30/24 8:12:50

INVENTORY LISTING - NMS AGENCY OF AGING EQUIPMENT

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS									
MACHINERY & EQUIPMENT	36,616.00	36,616.00	.00	.00	.00	.00	.00	.00	36,616.00	.00	36,616.00	.00
**Total	36,616.00	36,616.00	.00	.00	.00	.00	.00	.00	36,616.00	.00	36,616.00	.00
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
RANT	36,616.00	36,616.00	.00	.00	.00	.00		.00	36,616.00	.00	36,616.00	.00
**Total	36,616.00	36,616.00	.00	.00	.00	.00		.00	36,616.00	.00	36,616.00	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF -- Grand Total -- AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

REPORT SELECTION IS : SIGNED *Alexandra J. Hales* TITLE *Program Supervisor*  
MS AGENCY OF AGING EQUIPMENT, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Opts-Y, Phys-Y, Fint-Y, Grnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 8:11:36

INVENTORY LISTING - NM AGING & L/T SVCS 2012-1275

Page: 3

Physical Grand Total **											
	BEGINNING ASSET COST	BEGINNING ACUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACUM DEP	DEP ASSET ENDING BALANCE
VEHICLE	44,063.06	44,063.06	.00	.00	.00	.00	.00	44,063.06	.00	44,063.06	.00
*Total	44,063.06	44,063.06	.00	.00	.00	.00	.00	44,063.06	.00	44,063.06	.00
Financial Grand Total**											
	BEGINNING ASSET COST	BEGINNING ACUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACUM DEP	DEP ASSET ENDING BALANCE
COUNTY	17,330.06	17,330.06	.00	.00	.00	.00	.00	17,330.06	.00	17,330.06	.00
TRANS	26,733.00	26,733.00	.00	.00	.00	.00	.00	26,733.00	.00	26,733.00	.00
*Total	44,063.06	44,063.06	.00	.00	.00	.00	.00	44,063.06	.00	44,063.06	.00
INVENTORY CERTIFICATION											

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF "Grand Total" AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

REPORT SELECTION IS :  
M AGING & L/T SVCS 2012-1275, 07/01/2023 to 06/30/2024, cert-Y, Add-Y, Dlt-Y, Ins-Y, Oth-Y, Phyc-Y, Fint-Y, Grn-Y, fm-5000.00 to-999999999.99

SIGNED: *[Signature]* TITLE: *Program Supervisor*

ପୃଷ୍ଠା: 3

Physical Grand Total . . .

BEGINNING ASSET COST	07/01/2023 BEGINNING ACCUM DEP	THRU 06/30/2023 ASSET ADDITIONS
-------------------------	--------------------------------------	---------------------------------------

ASSET	ACCUM DEP
DELETIONS	DELETIONS

TRANSFEE  
+ / -

TRANSFER	ASSET COST
DEPRECIATION	ENDING BALANCE

CURRENT  
DEPRECIATION

ENDING	DEP ASSET
ACCUM DEP	ENDING BALANCE

LEAVE HOLD IMPROVEMENT  
Total

61,071.98  
61,071.98

25,909.18  
25,909.18

[illegible]

00

88

88

61,071.98

3,053-60  
3,053-60

28,962.78

32,109.20  
32,109.20

Financial Grand Total...

BEGINNING  
ASSET COST

BEGINNING  
ACCUM DEP

ET  
IONS

## ASSET ELECTIONS

ACCUM DEP  
DELETIONS

TRANSFEE  
+ / -

TRANSFER  
PRECIPITATION

SET COST  
NG BALANCE

CURRENT  
DEPRECIATION

ENDING  
ACCUM DEF

DEP ASSET  
NG BALANCE

PANT	61,071.98
*Total	61,071.98

INVENTORY CERTIFICATION



88

 $\frac{1}{2}$  $\begin{smallmatrix} \cdot & \cdot \\ \text{O} & \text{O} \\ \text{O} & \text{O} \end{smallmatrix}$ 

• •

61,071.98

3,053.60  
3,053.60

28,562.78

32, 109-20  
32, 109-20

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF "Grand total" OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 32109.20 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

**SIGNED**

Alexandra Kahn

TITLE Program Supervisor

REPORT SELECTION IS  
RANT #2013-1222 TMO5 SENIOR CTR, 07/01/2023 co 06/30/2024, cer~~y~~-y, add~~s~~-y, Dic~~s~~-y, Ins~~s~~-y, Out~~s~~-y, Phyc~~s~~-y, Fin~~t~~-y, Grn~~t~~-y, fm=5000.00 co-999999999.99

Date: 8/30/24 8:19:02

INVENTORY LISTING - GRANT NO. 2008-3862

Page: 3

Physical Grand Total **											
BEGINNING			THRU 06/30/2024			TRANSFER			TRANSFER		
ASSET COST			ASSET ADDITIONS			+ / -			DEPRECIATION		

Date: 8/30/24 8:06:30

INVENTORY LISTING - ANCINOS-VEHICLES 2007-0748

Page: 3

Physical Grand Total **											
BEGINNING			07/01/2023 THRU 06/30/2024			TRANSFER			TRANSFER		
ASSET COST			ASSET			+ / -			DEPRECIATION		
			DELETIONS						ENDING BALANCE		
			ACCUM DEP						CURRENT		
			DELETIONS						DEPRECIATION		
									ACCUM DEP		
									ENDING BALANCE		

Date: 8/30/24 5:05:13

INVENTORY LISTING - 2007/2462 AMALIA SENIOR CTR

Page: 3

Physical Grand Total **		07/01/2023 THRU 06/30/2024		ASSET		ASSET		TRANSFER		TRANSFER		ASSET		ENDING		DEP ASSET	
BEGINNING		BEGINNING		ADDITIONS		DELETIONS		+ / -		DEPRECIATION		ENDING BALANCE		ACCUM DEP		ENDING BALANCE	
ASSET COST		ACCUM DEP															
IMPROVEMENTS																	
*Total																	
Financial Grand Total**																	
RANT																	
*Total																	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED: Alexandra J. Jode TITLE: Program Supervisor

REPORT SELECTION IS : 307/2462 AMALIA SENIOR CTR,07/01/2023 to 06/30/2024, cetr-Y,Add-Y, Dlt-Y,Ins-Y,Outs-Y,Phy-Y,Fin-Y,Grnt-Y,In-5000.00 to-999999999.99

Date: 8/30/24 7:54:43

INVENTORY LISTING - GENERAL ADMINISTRATION

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	BEGINNING ACCOM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
MACHINERY & EQUIPMENT	31,540.29	12,281.81	.00	.00	.00	.00	.00	31,540.29	2,458.53	14,740.34	16,799.95
**Total	31,540.29	12,281.81	.00	.00	.00	.00	.00	31,540.29	2,458.53	14,740.34	16,799.95
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCOM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
COUNTY	31,540.29	12,281.81	.00	.00	.00	.00	.00	31,540.29	2,458.53	14,740.34	16,799.95
**Total	31,540.29	12,281.81	.00	.00	.00	.00	.00	31,540.29	2,458.53	14,740.34	16,799.95
INVENTORY CERTIFICATION											

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELNS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 16799.95 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELNS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
GENERAL ADMINISTRATION, 07/01/2023 to 06/30/2024, Cert-Y, Add-Y, Dets-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Grnt-Y, fm-5000.00 to-9999999999.99

Date: 8/30/24 7:28:37

## INVENTORY LISTING - SHERIFF'S OFFICE

Page: 11

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCU DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
MACHINERY & EQUIPMENT	65,135.66	42,472.98	9,187.30	.00	.00	.00	.00	74,322.96	2,731.69	45,204.67	29,118.29
VEHICLE	2,049,781.26	1,444,449.87	217,463.66	31,191.11	31,191.11	.00	.00	2,236,053.81	197,459.08	1,610,717.84	625,335.97
**Total	2,114,916.92	1,486,922.85	226,650.96	31,191.11	31,191.11	.00	.00	2,310,376.77	200,190.77	1,655,922.51	654,454.26
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
COUNTY	1,285,637.98	836,509.01	226,650.96	.00	.00	.00	.00	1,512,288.94	147,871.84	984,380.85	527,908.09
GRANT	817,278.94	639,147.17	.00	31,191.11	31,191.11	.00	.00	786,087.83	51,585.60	659,541.66	126,546.17
DONATED	12,000.00	11,266.67	.00	.00	.00	.00	.00	12,000.00	733.33	12,000.00	.00
**Total	2,114,916.92	1,486,922.85	226,650.96	31,191.11	31,191.11	.00	.00	2,310,376.77	200,190.77	1,655,922.51	654,454.26

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 654454.26  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
SHERIFF'S OFFICE, 07/01/2023 to 06/30/2024, cert-Y, Addg-Y, Dltg-Y, Ins-Y, Outg-Y, Phyt-Y, Firt-Y, Gmt-Y, fm, 5000.00 to-999999999.99



Date: 8/30/24 7:56:24

INVENTORY LISTING - MANAGEMENT INFO SYSTEMS

Page: 5

Physical Grand Total **		07/01/2023		THRU 06/30/2024		ASSET		ACCUM DEP		TRANSFER		TRANSFER		ASSET COST		CURRENT		ENDING		DEP ASSET	
BEGINNING	ASSET COST	BEGINNING	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	DELETIONS	DELETIONS	+	-	DEPRECIATION	DEPRECIATION	ENDING BALANCE	ENDING BALANCE	DEPRECIATION	DEPRECIATION	ACCUM DEP	ENDING BALANCE	DEP ASSET	ENDING BALANCE
MACHINERY & EQUIPMENT																					
280,427.32		276,000.52		11,928.94		.00		.00		.00		.00		292,356.26		3,017.00		279,017.52		13,338.74	
16,457.00		16,457.00		11,928.94		.00		.00		.00		.00		16,457.00		3,017.00		16,457.00		.00	
**Total	296,884.32	292,457.52				.00		.00		.00		.00		308,813.26		3,017.00		295,474.52		13,338.74	
Financial Grand Total**																					
BEGINNING	ASSET COST	BEGINNING	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	ACCUM DEP	DELETIONS	TRANSFER	+	-	TRANSFER	DEPRECIATION	ENDING BALANCE	DEPRECIATION	DEPRECIATION	ENDING	ENDING	DEP ASSET	ENDING BALANCE
296,884.32		292,457.52		11,928.94		.00		.00		.00		.00		308,813.26		3,017.00		295,474.52		13,338.74	
COUNTY																					
296,884.32		292,457.52		11,928.94		.00		.00		.00		.00		308,813.26		3,017.00		295,474.52		13,338.74	
**Total		INVENTORY CERTIFICATION				.00		.00		.00		.00		308,813.26		3,017.00		295,474.52		13,338.74	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 13338.74 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE Deputy Manager of Operations

REPORT SELECTION IS :  
MANAGEMENT INFO SYSTEMS,07/01/2023 to 06/30/2024,cert-Y,AddS-Y,Dlts-Y,Ins-Y,Outs-Y,Phyt-Y,FinT-Y,Gent-Y,fm-5000.00 to--999999999.99

Date: 8/30/24 9:07:07

INVENTORY LISTING - TAOS AMBULANCE

Page: 6

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ASSET ADDITIONS								
BUILDINGS	9,491,203.00	7,830,242.48	.00	.00	.00	.00	.00	9,491,203.00	237,280.07	8,067,522.55	1,423,680.45
MACHINERY & EQUIPMENT	391,157.87	234,627.22	.00	.00	.00	.00	.00	391,157.87	20,402.58	275,029.80	116,128.07
VEHICLE	786,073.91	619,185.58	249,542.00	.00	.00	.00	.00	1,035,615.91	62,449.86	681,635.44	353,980.47
**Total	10,668,434.78	8,704,055.28	249,542.00	.00	.00	.00	.00	10,917,976.78	320,132.51	9,024,187.79	1,893,788.99
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
COUNTY	10,462,984.78	8,646,632.78	.00	.00	.00	.00	.00	10,462,984.78	276,483.48	8,923,176.26	1,539,808.52
GRANT	197,450.00	49,362.50	249,542.00	.00	.00	.00	.00	446,992.00	43,649.03	93,011.53	353,980.47
DONATED	8,000.00	8,000.00	.00	.00	.00	.00	.00	8,000.00	.00	8,000.00	.00
**Total	10,668,434.78	8,704,055.28	249,542.00	.00	.00	.00	.00	10,917,976.78	320,132.51	9,024,187.79	1,893,788.99

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 1893788.99 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED James Clayton TITLE Dputy Chief of Fire Operations

REPORT SELECTION IS : TAOS AMBULANCE,07/01/2023 to 06/30/2024,cert-Y,Dlts-Y,Ins-Y,Outs-Y,Phyt-Y,Flnt-Y,Grnt-Y,fn-5000.00 co-9999999999.99

Date: 8/30/24 7:34:31

INVENTORY LISTING - COUNTY FIRE CHIEF

Page: 8

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE		DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ACCUM DEP								ACCUM DEP	DEP ASSET	
MACHINERY & EQUIPMENT	236,804.00	151,506.59	280,670.00	.00	.00	.00	.00	.00	517,474.00	12,071.61	163,578.20	353,895.80	
VEHICLE	391,452.24	165,310.25	280,670.00	.00	.00	.00	.00	.00	391,452.24	60,874.87	226,185.12	165,267.12	
**Total	628,256.24	316,816.84	280,670.00	.00	.00	.00	.00	.00	908,926.24	72,946.48	389,763.32	519,162.92	
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS THRU 06/30/2024	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	DEP ASSET ENDING BALANCE	
COUNTY	406,633.11	125,483.08	.00	.00	.00	.00	.00	.00	406,633.11	64,661.09	190,144.17	216,488.94	
GRANT	84,984.13	54,694.76	280,670.00	.00	.00	.00	.00	.00	365,654.13	8,285.39	62,980.15	302,673.98	
DONATED	136,639.00	136,639.00	.00	.00	.00	.00	.00	.00	136,639.00	.00	136,639.00	.00	
**Total	628,256.24	316,816.84	280,670.00	.00	.00	.00	.00	.00	908,926.24	72,946.48	389,763.32	519,162.92	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 519162.92 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED James Hampton TITLE Duputy Chief of Fire Operations

REPORT SELECTION IS : COUNTY FIRE CHIEF, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DIts-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Grnt-Y, fm-5000.00 to--9999999999.99

Date: 8/29/24 16:49:39

INVENTORY LISTING - AMALIA-VENTERO F.D.

Page: 5

Physical Grand Total **	07/01/2023		THRU 06/30/2024		TRANSFER		TRANSFER		ASSET COST		CURRENT		ENDING	
	BEGINNING	ASSET COST	BEGINNING	ASSET	+	-	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ENDING BALANCE	ACCUM DEP	DEP ASSET
BUILDINGS MACHINERY & EQUIPMENT VEHICLE **Total	14,849.67	456,150.25	4,751.89	23,832.83	.00	.00	.00	14,849.67	593.99	5,345.88	9,503.79	9,503.79	115,922.65	364,060.43
	456,150.25	471,266.88	73,645.20	23,832.83	.00	.00	.00	479,983.08	42,277.45	471,266.88	364,060.43	364,060.43	471,266.88	373,564.22
	942,266.80	549,663.97	549,663.97	23,832.83	.00	.00	.00	966,099.63	42,871.44	592,535.41	373,564.22	373,564.22	592,535.41	373,564.22
	942,266.80	549,663.97	942,266.80	23,832.83	.00	.00	.00	966,099.63	42,871.44	592,535.41	373,564.22	373,564.22	592,535.41	373,564.22
Financial Grand Total**	906,016.92	513,414.09	23,832.83	.00	.00	.00	.00	929,849.75	42,871.44	556,285.53	373,564.22	373,564.22	556,285.53	373,564.22
COUNTY	36,249.88	36,249.88	36,249.88	.00	.00	.00	.00	36,249.88	42,871.44	36,249.88	42,871.44	42,871.44	36,249.88	42,871.44
DONATED	942,266.80	549,663.97	23,832.83	.00	.00	.00	.00	966,099.63	42,871.44	592,535.41	373,564.22	373,564.22	592,535.41	373,564.22
**Total	942,266.80	549,663.97	23,832.83	.00	.00	.00	.00	966,099.63	42,871.44	592,535.41	373,564.22	373,564.22	592,535.41	373,564.22

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 373564.22 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED James Hampton

TITLE Deputy Chief of Fire Operations

REPORT SELECTION IS : AMALIA-VENTERO F.D., 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dltcs-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Grnt-Y, fm-5000.00 to-999999999.99

Date: 8/29/24 16:52:43

INVENTORY LISTING - CARSON FIRE DISTRICT

Page: 4

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP		DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ADDITIONS								ACCU DEP	ENDING BALANCE	
IMPROVEMENTS	341,220.05	1,784.03	.00	.00	.00	.00	.00	.00	341,220.05	713.61	2,497.64	338,722.41	
MACHINERY & EQUIPMENT	73,860.00	16,620.96	.00	.00	.00	.00	.00	.00	73,860.00	5,772.00	22,392.96	51,467.04	
CONSTRUCTION IN PROGRESS	.00	.00	60,218.72	.00	.00	.00	.00	.00	60,218.72	.00	.00	60,218.72	
VEHICLE	403,174.00	236,705.50	.00	.00	.00	.00	.00	.00	403,174.00	30,267.00	266,972.50	136,201.50	
**Total	818,254.05	255,110.49	60,218.72	.00	.00	.00	.00	.00	878,472.77	36,752.61	291,863.10	586,609.67	
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE		
COUNTY	750,534.05	244,629.53	60,218.72	.00	.00	.00	.00	810,752.77	30,980.61	275,610.14	535,142.63		
GRANT	57,720.00	10,480.96	.00	.00	.00	.00	.00	57,720.00	5,772.00	6,252.96	51,467.04		
DONATED	10,000.00	235,110.49	60,218.72	.00	.00	.00	.00	10,000.00	.00	10,000.00	.00		
**Total	818,254.05	INVENTORY CERTIFICATION				.00	.00	878,472.77	36,752.61	291,863.10	586,609.67		

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 586609.67 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

James Hampton

TITLE Deputy Chief of Fire Operations

REPORT SELECTION IS : CARSON FIRE DISTRICT.07/01/2023 to 06/30/2024.cert-Y,AddS-Y,DLts-Y,Ins-Y,Outs-Y,Phyc-Y,FinT-Y,Grnt-Y,fm-5000.00 to-9999999999.99

Date: 8/30/24 7:08:22

INVENTORY LISTING - CERRO F.D.

Physical Grand Total **	07/01/2023 THRU 06/30/2024		ASSET		TRANSFER		TRANSFER		CURRENT		ENDING	
	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ADDITIONS	DELETIONS	+ / -	DEPRECIATION	ASSET COST ENDING BALANCE	DEPRECIATION	ASSET ENDING BALANCE	DEP ASSET ENDING BALANCE	ACCUM DEP ENDING BALANCE	DEP ASSET ENDING BALANCE
IMPROVEMENTS	28,721.09	9,456.78	.00	.00	.00	.00	28,721.09	718.02	10,174.80	18,546.29		
MACHINERY & EQUIPMENT	518,957.52	132,348.79	22,010.70	.00	.00	.00	540,968.22	39,719.44	172,068.23	368,899.99		
VEHICLE	895,219.18	855,727.46	.00	.00	.00	.00	895,219.18	39,491.72	895,219.18	.00		
**Total	1,442,897.79	997,533.03	22,010.70	.00	.00	.00	1,464,908.49	79,929.18	1,077,462.21	387,446.28		
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ADDITIONS	ASSET DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE		
COUNTY	1,366,337.79	949,592.55	22,010.70	.00	.00	.00	1,388,348.49	77,043.18	1,026,635.73	361,712.76		
GRANT	28,860.00	240.48	.00	.00	.00	.00	28,860.00	2,886.00	3,126.48	25,733.52		
DONATED	47,700.00	47,700.00	.00	.00	.00	.00	47,700.00	.00	47,700.00	.00		
**Total	1,442,897.79	997,533.03	22,010.70	.00	.00	.00	1,464,908.49	79,929.18	1,077,462.21	387,446.28		

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 387446.28 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

REPORT SELECTION IS : SIGNED Janae Hampton TITLE Deputy Chief of Fire Operations  
CERRO F.D., 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DltS-Y, Ins-Y, Outs-Y, PhyE-Y, Fint-Y, Grnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:10:08

INVENTORY LISTING - COSTILLA FIRE DISTRICT

Page: 4

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	
		BEGINNING ACCUM DEP	ASSET ADDITIONS									
IMPROVEMENTS	5,570.50	1,729.18	.00	.00	.00	.00	.00	.00	5,570.50	139.26	1,868.44	3,702.06
MACHINERY & EQUIPMENT	73,066.87	31,241.24	.00	.00	.00	.00	.00	.00	73,066.87	5,477.93	36,719.17	36,347.70
CONSTRUCTION IN PROGRESS	424,623.18	395,956.93	65,069.09	.00	.00	.00	.00	.00	65,069.09	11,987.79	407,944.72	65,069.09
VEHICLE	503,260.55	428,927.35	65,069.09	.00	.00	.00	.00	.00	424,623.18	17,604.98	446,532.33	16,678.46
**Total									568,329.64			121,797.31
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	DEP ASSET ENDING BALANCE
COUNTY	474,400.55	428,686.87	65,069.09	.00	.00	.00		.00	539,469.64	14,718.98	443,405.85	96,063.79
GRANT	28,860.00	240.48	.00	.00	.00	.00		.00	28,860.00	2,886.00	3,126.48	25,733.52
**Total	503,260.55	428,927.35	65,069.09	.00	.00	.00		.00	568,329.64	17,604.98	446,532.33	121,797.31

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELNS AND EQUIPMENT OF AND FOR THE OFFICE OF THE AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 121797.31 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELNS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

REPORT SELECTION IS : SIGNED Janez Hampton TITLE Duputy Chief of Fire Operations  
COSTILLA FIRE DISTRICT, 07/01/2023 to 06/30/2024, cert-Y, DltS-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Grnt-Y, fm-5000.00 co-999999999.99

Date: 8/30/24 7:12:59

INVENTORY LISTING - HONDO SECO F.D.

Page: 5

Physical Grand Total **	BEGINNING	BEGINNING	ASSET	ASSET	ACCUW DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUW DEP	ADDITIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUW DEP	ENDING BALANCE
IMPROVEMENTS	35,500.01	5,916.67	.00	.00	.00	.00	.00	35,500.01	1,775.00	7,691.67	27,808.34
MACHINERY & EQUIPMENT	87,229.00	53,550.33	59,081.00	.00	.00	.00	.00	146,320.00	10,141.68	63,692.01	82,627.99
VEHICLE	1,462,108.80	1,428,742.80	.00	.00	.00	.00	.00	1,462,108.80	33,366.00	1,462,108.80	.00
**Total	1,584,847.81	1,488,209.80	59,081.00	.00	.00	.00	.00	1,643,928.81	45,282.68	1,533,492.48	110,436.33
Financial Grand Total**	BEGINNING	BEGINNING	ASSET	ASSET	ACCUW DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUW DEP	ADDITIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUW DEP	ENDING BALANCE
COUNTY	1,555,316.65	1,458,678.64	59,081.00	.00	.00	.00	.00	1,614,397.65	45,282.68	1,503,961.32	110,436.33
DONATED	29,531.16	29,531.16	.00	.00	.00	.00	.00	29,531.16	.00	29,531.16	.00
**Total	1,584,847.81	1,488,209.80	59,081.00	.00	.00	.00	.00	1,643,928.81	45,282.68	1,533,492.48	110,436.33

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 110436.33 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

REPORT SELECTION IS : SIGNED Jane Hangan TITLE Dputy Chief of Fire Operations  
HONDO SECO F.D., 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Grnt-Y, Inv-5000.00 to-999999999.99



Date: 8/30/24 7:14:31

## INVENTORY LISTING - LA LAMA FIRE DEPARTMENT

Page: 4

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ASSET ADDITIONS								
MACHINERY & EQUIPMENT	43,820.00	8,045.60	118,347.00	.00	.00	.00	.00	162,167.00	4,722.83	12,768.43	149,398.57
VEHICLE	659,740.81	650,523.11	118,347.00	.00	.00	.00	.00	659,740.81	1,675.94	652,199.05	7,541.76
**Total	703,560.81	658,568.71	118,347.00	.00	.00	.00	.00	821,907.81	6,398.77	664,967.48	156,940.33
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
COUNTY	667,485.81	658,268.11	118,347.00	.00	.00	.00	.00	785,832.81	2,791.27	661,059.38	124,773.43
GRANT	36,075.00	300.60	.00	.00	.00	.00	.00	36,075.00	3,607.50	3,908.10	32,166.90
**Total	703,560.81	658,568.71	118,347.00	.00	.00	.00	.00	821,907.81	6,398.77	664,967.48	156,940.33

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\*Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 156940.33  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

James Houghton

TITLE Deputy Chief of Fire Operations

REPORT SELECTION IS :  
LA LAMA FIRE DEPARTMENT, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dels-Y, Ins-Y, Outs-Y, Phys-Y, Fint-Y, Grnt-Y, fm-5000.00 to-9999999999.99

Date: 8/30/24 7:16:22

INVENTORY LISTING - GRANT NO. GF 04-L-G-2200

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	DEP ASSET ENDING BALANCE
		BEGINNING ACCUM DEP	ASSET ADDITIONS								
IMPROVEMENTS	25,136.00	8,692.87	.00	.00	.00	.00	.00	25,136.00	628.40	9,321.27	15,814.73
**Total	25,136.00	8,692.87	.00	.00	.00	.00	.00	25,136.00	628.40	9,321.27	15,814.73
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	DEP ASSET ENDING BALANCE
GRANT	25,136.00	8,692.87	.00	.00	.00	.00	.00	25,136.00	628.40	9,321.27	15,814.73
**Total	25,136.00	8,692.87	.00	.00	.00	.00	.00	25,136.00	628.40	9,321.27	15,814.73

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\*Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 15814.73  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

Dana Clayton

TITLE Deputy Chief of Fire Operations

REPORT SELECTION IS :  
GRANT NO. GF 04-L-G-2200, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outc-Y, Phyt-Y, Fint-Y, Grrt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:18:43

INVENTORY LISTING - LATIR F.D.

Page: 3

Physical Grand Total **	07/01/2023		THRU 06/30/2024		ASSET		TRANSFER + / -	TRANSFER		ASSET COST	CURRENT DEPRECIATION	ENDING	
	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	DELETIONS		DEPRECIATION	ENDING BALANCE			ACCUM DEP	DEP ASSET ENDING BALANCE
IMPROVEMENTS	34,735.93	10,069.82	.00	.00	.00	.00	.00	.00	34,735.93	2,090.33	12,160.15	22,575.78	
MACHINERY & EQUIPMENT	304,197.24	30,664.93	.00	.00	.00	.00	.00	.00	304,197.24	15,345.19	46,010.12	258,187.12	
CONSTRUCTION IN PROGRESS	30,399.21	.00	.00	.00	.00	.00	.00	.00	30,399.21	16,646.68	598,467.08	30,399.21	
VEHICLE	618,413.18	581,820.40	.00	.00	.00	.00	.00	.00	618,413.18	34,082.20	656,637.35	19,946.10	
*Total	987,745.56	622,555.15	.00	.00	.00	.00	.00	.00	987,745.56	34,082.20	656,637.35	331,108.21	
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE		
COUNTY	951,653.93	586,463.52	.00	.00	.00	.00	.00	951,653.93	34,082.20	620,545.72	331,108.21		
DONATED	36,091.63	36,091.63	.00	.00	.00	.00	.00	36,091.63		36,091.63	.00		
**Total	987,745.56	622,555.15	.00	.00	.00	.00	.00	987,745.56	34,082.20	656,637.35	331,108.21		

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 331108.21  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED *Jamae Hampton*

TITLE Duputy Chief of Fire Operations

REPORT SELECTION IS :  
LATIR F.D., 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DltS-Y, Ins-Y, Outs-Y, Phyt-Y, Flnt-Y, Grnt-Y, fm-5000.00 to-999999999.99, 2Lines

Date: 8/30/24 7:20:12

INVENTORY LISTING - OJO CALIENTE F.D.

Page: 4

Physical Grand Total **	BEGINNING	07/01/2023	THRU	06/30/2024	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
MACHINERY & EQUIPMENT	80,494.58	58,325.10	.00	.00	.00	.00	.00	.00	80,494.58	8,180.00	66,505.10	13,989.48
VEHICLE	772,850.68	724,108.74	.00	.00	.00	.00	.00	.00	772,850.68	12,247.29	736,356.03	36,494.65
**Total	853,345.26	782,433.84	.00	.00	.00	.00	.00	.00	853,345.26	20,427.29	802,861.13	50,484.13
Financial Grand Total**	BEGINNING	BEGINNING	THRU	06/30/2024	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
COUNTY	728,465.26	657,553.84	.00	.00	.00	.00	.00	.00	728,465.26	20,427.29	677,981.13	50,484.13
GRANT	119,880.00	119,880.00	.00	.00	.00	.00	.00	.00	119,880.00	.00	119,880.00	.00
DONATED	5,000.00	5,000.00	.00	.00	.00	.00	.00	.00	5,000.00	.00	5,000.00	.00
**Total	853,345.26	782,433.84	.00	.00	.00	.00	.00	.00	853,345.26	20,427.29	802,861.13	50,484.13

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 50484.13 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED Janeen Hampton

TITLE Dupuy Chief of Fire Operations

REPORT SELECTION IS : OJO CALIENTE F.D.,07/01/2023 to 06/30/2024,cert-Y,DLts-Y,Ins-Y,Outs-Y,Phyl-Y,Fint-Y,Grnt-Y,Im-5000.00 to--999999999.99

Date: 8/30/24 7:21:44

## INVENTORY LISTING - PENASCO F.D.

Page: 4

Physical Grand Total **		07/01/2023		THRU 06/30/2024		ASSET		ACCUM DEP		TRANSFER		TRANSFER		ASSET COST		CURRENT		ENDING		DEP ASSET	
BEGINNING	ASSET COST	BEGINNING	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	DELETIONS	DELETIONS	+	-	DEPRECIATION	ENDING BALANCE	ENDING BALANCE	ENDING BALANCE	DEPRECIATION	ENDING BALANCE	DEP ASSET	ENDING BALANCE	DEP ASSET	ENDING BALANCE
IMPROVEMENTS	7,435.94	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	7,435.94	371.80	371.80	7,064.14				
MACHINERY & EQUIPMENT	107,878.86	82,597.13	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	107,878.86	14,621.73	97,218.86	10,660.00				
VEHICLE	1,088,086.00	977,544.80	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,088,086.00	94,749.60	1,072,294.40	15,791.60				
**Total	1,203,400.80	1,060,141.93	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	1,203,400.80	109,743.13	1,169,885.06	33,515.74				
Financial Grand Total**	BEGINNING	BEGINNING	ACCUM DEP	ADDITIONS	ASSET	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET								
COUNTY	1,203,400.80	1,060,141.93	.00	.00	.00	.00	.00	.00	.00	1,203,400.80	109,743.13	1,169,885.06	33,515.74								
**Total	1,203,400.80	1,060,141.93	.00	.00	.00	.00	.00	.00	.00	1,203,400.80	109,743.13	1,169,885.06	33,515.74								

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 33515.74 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

*James Hampton*

TITLE Dupuy Chief of Fire Operations

REPORT SELECTION IS :  
 PENASCO F.D., 07/01/2023 to 06/30/2024, cert-Y, Adde-Y, DltS-Y, Ins-Y, Oute-Y, Phyt-Y, Fint-Y, Gint-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:23:39

INVENTORY LISTING - NMIA CHAMISAL FD 12-LG-1489

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
IMPROVEMENTS	12,437.80	6,322.55	.00	.00	.00	.00	.00	12,437.80	621.89	6,944.44	5,493.36
**Total	12,437.80	6,322.55	07/01/2023	.00	.00	.00	.00	12,437.80	621.89	6,944.44	5,493.36
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
GRANT	12,437.80	6,322.55		.00	.00	.00	.00	12,437.80	621.89	6,944.44	5,493.36
**Total	12,437.80	6,322.55	INVENTORY CERTIFICATION	.00	.00	.00	.00	12,437.80	621.89	6,944.44	5,493.36

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF NMIA CHAMISAL FD 12-LG-1489, 07/01/2023 TO 06/30/2024, IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED Janae Hampton

TITLE Dupuy Chief of Fire Operations

REPORT SELECTION IS : NMIA CHAMISAL FD 12-LG-1489, 07/01/2023 TO 06/30/2024, cert-Y, Adds-Y, Dels-Y, Ins-Y, Outs-Y, Phys-Y, Fint-Y, Grnt-Y, Em-5000.00 TO-999999999.99

Date: 8/30/24 7:25:35

INVENTORY LISTING - RIO FERNANDO F.D.

Page: 4

Physical Grand Total **																
ASSET COST	07/01/2023		THRU 06/30/2024		ASSET DELETIONS	ACCM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET				
	BEGINNING	ACCM DEP	ASSET ADDITIONS	ASSET DELETIONS												
BUILDINGS	60,060.19	6,131.14	.00	.00	.00	.00	.00	.00	60,060.19	1,501.51	7,632.65	52,427.54				
MACHINERY & EQUIPMENT	84,599.00	44,404.60	.00	.00	.00	.00	.00	.00	84,599.00	5,817.50	50,222.10	34,376.90				
CONSTRUCTION IN PROGRESS	.00	.00	377,175.00	.00	.00	.00	.00	.00	377,175.00	.00	377,175.00	377,175.00				
VEHICLE	507,529.00	307,793.30	377,175.00	.00	.00	.00	.00	.00	507,529.00	30,339.60	338,132.90	169,396.10				
**Total	652,188.19	358,329.04	377,175.00	.00	.00	.00	.00	.00	1,029,363.19	37,658.61	395,987.65	633,375.54				
Financial Grand Total**																
ASSET COST	BEGINNING	ACCM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET					
COUNTY	600,513.19	342,428.44	377,175.00	.00	.00	.00	.00	977,688.19	34,051.11	376,479.55	601,208.64					
GRANT	36,075.00	300.60	.00	.00	.00	.00	.00	36,075.00	3,607.50	3,908.10	32,166.90					
OTHER	15,600.00	15,600.00	.00	.00	.00	.00	.00	15,600.00	.00	15,600.00	.00					
**Total	652,188.19	358,329.04	377,175.00	.00	.00	.00	.00	1,029,363.19	37,658.61	395,987.65	633,375.54					

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 633,375.54 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

REPORT SELECTION IS : SIGNED James Hampton TITLE Deputy Chief of Fire Operations  
 RIO FERNANDO F.D., 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Gnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:27:08

INVENTORY LISTING - SAN CRISTOBAL FIRE DISTRICT

Page: 4

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ASSET ADDITIONS								
MACHINERY & EQUIPMENT	46,514.86	3,771.45	118,347.00	.00	.00	.00	.00	164,861.86	5,766.82	9,538.27	155,323.59
CONSTRUCTION IN PROGRESS	228,624.00	228,624.00	389,052.00	.00	.00	.00	.00	389,052.00	20,418.60	249,042.60	389,052.00
VEHICLE	275,138.86	232,395.45	408,372.00	.00	.00	.00	.00	636,996.00	26,185.42	258,580.87	387,953.40
**Total		07/01/2023 BEGINNING ACCU DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
Financial Grand Total**											
COUNTY	192,630.86	178,506.97	915,771.00	.00	.00	.00	.00	1,108,401.86	23,299.42	201,806.39	906,595.47
GRANT	28,860.00	240.48	.00	.00	.00	.00	.00	28,860.00	2,886.00	3,126.48	25,733.52
DONATED	53,648.00	53,648.00	.00	.00	.00	.00	.00	53,648.00	26,185.42	53,648.00	258,580.87
**Total	275,138.86	232,395.45	915,771.00	.00	.00	.00	.00	1,190,909.86	26,185.42	258,580.87	932,328.99

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 932328.99  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED James Hampton

TITLE Dputy Chief of Fire Operations

REPORT SELECTION IS :  
SAN CRISTOBAL FIRE DISTRICT,07/01/2023 to 06/30/2024,cert-Y,Adds-Y,Dlcs-Y,Ins-Y,Outs-Y,Phyt-Y,Flnt-Y,Grnt-Y,Em-5000.00 to-999999999.99



Date: 8/30/24 7:30:00

INVENTORY LISTING - TRES PIEDRAS F.D.

Page: 4

Physical Grand Total **	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
MACHINERY & EQUIPMENT	77,995.45	55,722.96	.00	.00	.00	.00	.00	77,995.45	7,414.00	63,136.96	14,858.49
VEHICLE	1,007,597.00	883,524.88	.00	.00	.00	.00	.00	1,007,597.00	39,840.57	923,365.45	84,231.55
**Total	1,085,592.45	939,247.84	.00	.00	.00	.00	.00	1,085,592.45	47,254.57	986,502.41	99,090.04
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
COUNTY	1,085,592.45	939,247.84	.00	.00	.00	.00	.00	1,085,592.45	47,254.57	986,502.41	99,090.04
**Total	1,085,592.45	939,247.84	.00	.00	.00	.00	.00	1,085,592.45	47,254.57	986,502.41	99,090.04
		INVENTORY CERTIFICATION									

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 99090.04 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

REPORT SELECTION IS : SIGNED Janae Hampton TITLE Dupuy Chief of Fire Operations  
TRES PIEDRAS F.D., 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyl-Y, Fint-Y, Grnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:31:37

INVENTORY LISTING - WHEELER PEAK F.D.

Page: 4

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
MACHINERY & EQUIPMENT	100,342.43	54,791.31	.00	.00	.00	.00	.00	100,342.43	8,157.72	62,949.03	37,393.40
CONSTRUCTION IN PROCESS	600,322.16	373,802.85	65,164.25	.00	.00	.00	.00	65,164.25	.00	377,825.95	65,164.25
VEHICLE	700,664.59	428,594.16	65,164.25	.00	.00	.00	.00	600,322.16	4,023.10	222,496.21	222,496.21
**Total		07/01/2023 BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	765,828.84	12,180.82	440,774.98	325,053.86
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
COUNTY	544,709.59	308,413.56	65,164.25	.00	.00	.00	.00	609,873.84	8,573.32	316,986.88	292,886.96
GRANT	155,955.00	120,180.60	.00	.00	.00	.00	.00	155,955.00	3,607.50	123,788.10	32,166.90
**Total	700,664.59	428,594.16	65,164.25	.00	.00	.00	.00	765,828.84	12,180.82	440,774.98	325,053.86
		INVENTORY CERTIFICATION									

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELNS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 325053.86 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELNS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

REPORT SELECTION IS : SIGNED James Chapman TITLE Dupuy Chief of Fire Operations  
WHEELER PEAK F.D., 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DltS-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Grnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:52:04

## INVENTORY LISTING - FLEET DEPARTMENT

Page: 2

Physical Total *	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	DEP ASSET ENDING BALANCE
		BEGINNING ACCUM DEP	ASSET ADDITIONS								
IMPROVEMENTS	37,366.99	6,227.83	.00	.00	.00	.00	.00	37,366.99	1,868.35	8,096.18	29,270.81
MACHINERY & EQUIPMENT	57,678.32	17,471.95	6,922.00	.00	.00	.00	.00	64,600.32	6,222.92	23,694.87	40,905.45
VEHICLE	16,457.00	16,457.00	6,922.00	.00	.00	.00	.00	16,457.00	.00	16,457.00	0.00
**Total	111,502.31	40,156.78	6,922.00	.00	.00	.00	.00	118,424.31	8,091.27	48,248.05	70,176.26
Financial Total *	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	DEP ASSET ENDING BALANCE
COUNTY	111,502.31	40,156.78	6,922.00	.00	.00	.00	.00	118,424.31	8,091.27	48,248.05	70,176.26
**Total	111,502.31	40,156.78	6,922.00	.00	.00	.00	.00	118,424.31	8,091.27	48,248.05	70,176.26

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF FLEET DEPARTMENT AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

Fleet Director

Date: 8/30/24 11:06:31

## INVENTORY LISTING - COUNTY TREASURER

Page: 2

Physical Total *	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCUM DEP	ASSET ADDITIONS								
MACHINERY & EQUIPMENT	23,493.64	16,739.14	.00	6,383.64	6,383.64	.00	.00	17,110.00	1,422.00	11,777.50	5,332.50
VEHICLE	37,784.00	23,300.13	.00	.00	.00	.00	.00	37,784.00	7,556.80	30,856.93	6,927.07
**Total	61,277.64	40,039.27	.00	6,383.64	6,383.64	.00	.00	54,894.00	8,978.80	42,634.43	12,259.57
Financial Total *	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
COUNTY	61,277.64	40,039.27	.00	6,383.64	6,383.64	.00	.00	54,894.00	8,978.80	42,634.43	12,259.57
**Total	61,277.64	40,039.27	.00	6,383.64	6,383.64	.00	.00	54,894.00	8,978.80	42,634.43	12,259.57

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF COUNTY TREASURER AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 12259.57 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED 

TITLE

Chad Depody Treasurer

Date: 8/30/24 11:17:35

INVENTORY LISTING - D.W.I. PROJECT

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ASSET ADDITIONS									
MACHINERY & EQUIPMENT	36,950.59	16,708.39	.00	.00	.00	.00	.00	.00	36,950.59	4,178.92	20,887.31	16,063.28
VEHICLE	28,718.00	28,718.00	.00	.00	.00	.00	.00	.00	28,718.00	.00	28,718.00	.00
**Total	65,668.59	45,426.39	.00	.00	.00	.00	.00	.00	65,668.59	4,178.92	49,605.31	16,063.28
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE	
COUNTY	27,824.99	16,252.11	.00	.00	.00	.00	.00	27,824.99	2,353.80	18,605.91	9,219.08	
GRANT	37,843.60	29,174.28	.00	.00	.00	.00	.00	37,843.60	1,825.12	30,999.40	6,844.20	
**Total	65,668.59	45,426.39	.00	.00	.00	.00	.00	65,668.59	4,178.92	49,605.31	16,063.28	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELIS AND EQUIPMENT OF AND FOR THE OFFICE OF THE  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 16063.28  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELIS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
D.W.I. PROJECT, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyc-Y, Finl-Y, Grnt-Y, fm-5000.00 to-9999999999.99

Johnny Rodels

Johnny Rodels

Compliance Supervisor

Date: 8/30/24 7:35:58

## INVENTORY LISTING - COUNTY ASSESSOR

Page: 4

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023		THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		07/01/2023	THRU 06/30/2024	ASSET ADDITIONS	ASSET DELETIONS								
MACHINERY & EQUIPMENT	237,073.68	225,218.80		.00	.00	.00	.00	.00	.00	237,073.68	2,586.52	227,805.32	9,268.36
VEHICLE	111,350.00	111,350.00		.00	.00	.00	.00	.00	.00	111,350.00	.00	111,350.00	.00
**Total	348,423.68	336,568.80	07/01/2023	.00	.00	.00	.00	.00	.00	348,423.68	2,586.52	339,155.32	9,268.36
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	THRU 06/30/2024	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE	
COUNTY	330,123.68	318,268.80		.00	.00	.00	.00	.00	330,123.68	2,586.52	320,855.32	9,268.36	
GRANT	18,300.00	18,300.00		.00	.00	.00	.00	.00	18,300.00	.00	18,300.00	.00	
**Total	348,423.68	336,568.80	INVENTORY CERTIFICATION	.00	.00	.00	.00	.00	348,423.68	2,586.52	339,155.32	9,268.36	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 9268.36 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED



TITLE



REPORT SELECTION IS :  
COUNTY ASSESSOR, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyl-Y, Finl-Y, Grnt-Y, fm-5000.00 to--999999999.99

Date: 8/30/24 7:37:19

INVENTORY LISTING - GIS DEPARTMENT

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	DEP ASSET DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS								
MACHINERY & EQUIPMENT	9,943.56	9,943.56	.00	.00	.00	.00	.00	9,943.56	.00	9,943.56	.00
**Total	9,943.56	9,943.56	.00	.00	.00	.00	.00	9,943.56	.00	9,943.56	.00
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP ENDING BALANCE	DEP ASSET DEP ASSET ENDING BALANCE
COUNTY	9,943.56	9,943.56	.00	.00	.00	.00	.00	9,943.56	.00	9,943.56	.00
**Total	9,943.56	9,943.56	.00	.00	.00	.00	.00	9,943.56	.00	9,943.56	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELAINS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELAINS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

*Melissa Dennis*

TITLE

*Assessor*

REPORT SELECTION IS :  
GIS DEPARTMENT,07/01/2023 to 06/30/2024,cert-Y,Adds-Y,Dlcs-Y,Ins-Y,Outs-Y,Phyt-Y,Finl-Y,Gnt-Y,Em-5000.00 to-999999999.99

Date: 8/30/24 7:58:30

INVENTORY LISTING - PROPERTY VALUATION DEPT.

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 BEGINNING ACUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACUM DEP	DEP ASSET ENDING BALANCE
MACHINERY & EQUIPMENT	7,100.00	7,100.00	.00	.00	.00	.00	.00	7,100.00	.00	7,100.00	.00
VEHICLE	47,634.00	47,634.00	.00	.00	.00	.00	.00	47,634.00	.00	47,634.00	.00
**Total	54,734.00	54,734.00	.00	.00	.00	.00	.00	54,734.00	.00	54,734.00	.00
Financial Grand Total**	BEGINNING ASSET COST	07/01/2023 BEGINNING ACUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACUM DEP	DEP ASSET ENDING BALANCE
COUNTY	54,734.00	54,734.00	.00	.00	.00	.00	.00	54,734.00	.00	54,734.00	.00
**Total	54,734.00	54,734.00	.00	.00	.00	.00	.00	54,734.00	.00	54,734.00	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED Wanda Stroud TITLE ASSESSOR

REPORT SELECTION IS :  
PROPERTY VALUATION DEPT.,07/01/2023 to 06/30/2024,cert-Y,Add-Y,Ins-Y,Phyt-Y,FinT-Y,GrnT-Y,Im-5000.00 to-999999999.99



Date: 8/30/24 7:57:26

## INVENTORY LISTING - PLANNING DEPARTMENT

Page: 2

Physical Total *	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ASSET DELETIONS	ACCOM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCOM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCOM DEP	ADDITIONS									
IMPROVEMENTS	10,917.26	2,183.45	.00	.00	.00	.00	.00	.00	10,917.26	1,091.73	3,275.18	7,642.08
MACHINERY & EQUIPMENT	25,977.06	25,977.06	.00	.00	.00	.00	.00	.00	25,977.06	.00	25,977.06	.00
VEHICLE	81,153.00	81,153.00	.00	.00	.00	.00	.00	.00	81,153.00	.00	81,153.00	.00
**Total	118,047.32	109,313.51	.00	.00	.00	.00	.00	.00	118,047.32	1,091.73	110,405.24	7,642.08
Financial Total *	BEGINNING ASSET COST	BEGINNING ACCOM DEP	ASSET ADDITIONS	ASSET DELETIONS	ASSET DELETIONS	ACCOM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCOM DEP	DEP ASSET ENDING BALANCE
COUNTY	110,385.32	101,651.51	.00	.00	.00	.00	.00	.00	110,385.32	1,091.73	102,743.24	7,642.08
FEDERAL FUNDS	7,662.00	7,662.00	.00	.00	.00	.00	.00	.00	7,662.00	.00	7,662.00	.00
**Total	118,047.32	109,313.51	.00	.00	.00	.00	.00	.00	118,047.32	1,091.73	110,405.24	7,642.08

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF PLANNING DEPARTMENT AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED [Signature] TITLE Planning Director  
8/30/24

Date: 8/30/24 7:53:45

INVENTORY LISTING - FINANCE DEPARTMENT

Page: 2

Physical Total *	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS								
MACHINERY & EQUIPMENT	11,420.83	9,898.05	.00	.00	.00	.00	.00	11,420.83	1,522.78	11,420.83	.00
**Total	11,420.83	9,898.05	.00	.00	.00	.00	.00	11,420.83	1,522.78	11,420.83	.00
Financial Total *	BEGINNING ASSET COST	BEGINNING ACCU DEP	ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
COUNTY	11,420.83	9,898.05	.00	.00	.00	.00	.00	11,420.83	1,522.78	11,420.83	.00
**Total	11,420.83	9,898.05	.00	.00	.00	.00	.00	11,420.83	1,522.78	11,420.83	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF FINANCE DEPARTMENT AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED



Title Finance Director

Date: 8/30/24 7:41:16

## INVENTORY LISTING - COUNTY COMMISSION

Page: 32

Physical Grand Total **		07/01/2023		THRU 06/30/2024		ASSET		TRANSFER		TRANSFER		ASSET		CURRENT		ENDING		DEP ASSET	
BEGINNING	ASSET COST	BEGINNING	ACCOM DEP	ASSET	ADDITIONS	DELETIONS	DELETIONS	+	-	DEPRECIATION	ENDING BALANCE	ENDING BALANCE	ENDING BALANCE	DEPRECIATION	ENDING BALANCE	ACCOM DEP	ENDING BALANCE	DEP ASSET	ENDING BALANCE
LEAVE HOLD IMPROVEMENT	756,888.17	78,852.48	.00	3,323,330.17	.00	.00	.00	.00	.00	.00	756,888.17	33,725.85	112,578.33	644,309.84					
LAND	8,197,288.35	.00	.00	1,067,448.00	.00	.00	.00	.00	.00	.00	56,204,129.53	1,370,411.96	19,577,574.92	36,764,804.33					
BUILDINGS	55,314,916.53	18,247,148.24	.00	1,067,448.00	.00	.00	.00	.00	.00	.00	56,204,129.53	1,370,411.96	19,577,574.92	36,764,804.33					
IMPROVEMENTS	8,932,994.70	2,466,677.19	.00	255,069.68	.00	.00	.00	.00	.00	.00	9,142,890.53	307,857.52	2,765,916.21	6,413,529.67					
MACHINERY & EQUIPMENT	2,182,994.73	556,035.77	.00	168,343.86	.00	.00	.00	.00	.00	.00	2,298,538.94	338,652.10	871,674.56	1,456,354.72					
CONSTRUCTION IN PROGRESS	11,939,612.98	.00	.00	4,043,892.50	.00	.00	.00	.00	.00	.00	15,983,505.48	.00	.00	15,983,505.48					
ROAD IMPROVEMENT	253,470.93	108,330.77	.00	.00	.00	.00	.00	.00	.00	.00	253,470.93	12,485.22	120,815.99	132,654.94					
INFRASTRUCTURE/ROADS	49,931.54	7,073.63	.00	.00	.00	.00	.00	.00	.00	.00	49,931.54	2,486.58	9,570.21	40,361.33					
**Total	87,627,801.93	21,464,118.08	8,858,084.21	406,592.50	.00	.00	.00	.00	.00	.00	96,079,293.64	2,065,629.23	23,458,130.22	72,956,138.83					

Financial Grand Total**		07/01/2023		THRU 06/30/2024		ASSET		TRANSFER		TRANSFER		ASSET		CURRENT		ENDING		DEP ASSET	
BEGINNING	ASSET COST	BEGINNING	ACCOM DEP	ASSET	ADDITIONS	DELETIONS	DELETIONS	+	-	DEPRECIATION	ENDING BALANCE	ENDING BALANCE	ENDING BALANCE	DEPRECIATION	ENDING BALANCE	ACCOM DEP	ENDING BALANCE	DEP ASSET	ENDING BALANCE
COUNTY	74,547,721.41	19,776,136.78	1,407,534.56	378,964.55	.00	.00	.00	.00	.00	.00	75,576,291.42	1,549,842.02	21,261,129.16	54,629,277.17					
BONDS	33,313.15	7,310.39	.00	.00	.00	.00	.00	.00	.00	.00	33,313.15	1,110.43	8,420.82	24,892.33					
FEDERAL FUNDS	188,046.74	14,103.73	.00	.00	.00	.00	.00	.00	.00	.00	188,046.74	9,402.49	23,506.22	164,544.52					
GRANT	12,734,476.31	1,653,607.14	6,997,351.65	27,627.95	.00	.00	.00	.00	.00	.00	19,704,200.01	501,132.92	2,147,972.61	17,577,087.90					
OTHER	124,241.32	12,960.04	.00	.00	.00	.00	.00	.00	.00	.00	124,241.32	4,141.37	17,101.41	107,139.91					
DONATED	.00	.00	453,198.00	.00	.00	.00	.00	.00	.00	.00	453,198.00	.00	.00	453,198.00					
**Total	87,627,801.93	21,464,118.08	8,858,084.21	406,592.50	.00	.00	.00	.00	.00	.00	96,079,293.64	2,065,629.23	23,458,130.22	72,956,138.83					

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 72956138.83 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

County Treasurer

REPORT SELECTION IS :  
COUNTY COMMISSION, 07/01/2023 to 06/30/2024, certid, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Gnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:43:44

INVENTORY LISTING - COMMISSION

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023		THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS									
IMPROVEMENTS	12,622.31	4,665.96		.00	.00	.00	.00	.00	.00	.00	12,622.31	912.80	5,578.76	7,043.55
MACHINERY & EQUIPMENT	32,564.00	32,564.00		.00	.00	.00	.00	.00	.00	.00	32,564.00	912.00	32,564.00	.00
**Total	45,186.31	37,229.96	07/01/2023	THRU 06/30/2024	.00	.00	.00	.00	.00	.00	45,186.31	912.80	38,142.76	7,043.55
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE			
COUNTY	5,241.36	975.48	.00	.00	.00	.00	.00	5,241.36	174.71	1,150.19	4,091.17			
GRANT	7,380.95	3,690.48	.00	.00	.00	.00	.00	7,380.95	738.09	4,428.57	2,952.38			
DONATED	32,564.00	32,564.00	.00	.00	.00	.00	.00	32,564.00	912.00	32,564.00	.00			
**Total	45,186.31	37,229.96	.00	.00	.00	.00	.00	45,186.31	912.80	38,142.76	7,043.55			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 7043.55  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
COMMISSION, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dlt-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Grrt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:38:34

INVENTORY LISTING - COUNTY ATTORNEY

Page: 3

Physical Grand Total **	07/01/2023		THRU 06/30/2024		TRANSFER + / -	TRANSFER		ASSET COST	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS		DEPRECIATION	ENDING BALANCE				
VEHICLE	21,767.00	21,767.00	.00	.00	.00	.00	21,767.00	.00	.00	21,767.00	.00
**Total	21,767.00	21,767.00	.00	.00	.00	.00	21,767.00	.00	.00	21,767.00	.00
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE	
COUNTY	21,767.00	21,767.00	.00	.00	.00	.00	21,767.00	.00	21,767.00	.00	
**Total	21,767.00	21,767.00	.00	.00	.00	.00	21,767.00	.00	21,767.00	.00	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF THE AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
COUNTY ATTORNEY, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dltcs-Y, Ins-Y, Outcs-Y, Phyt-Y, Fint-Y, Grrt-Y, fmc-5000.00 to-999999999.99

Date: 8/29/24 15:37:05

INVENTORY LISTING - ADMIN/JUDICIAL COMPLEX

Page: 5

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023		THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET ADDITIONS	ASSET DELETIONS									
LEAVE HOLD IMPROVEMENT	58,345.36	7,584.90	.00	.00	.00	.00	.00	.00	.00	.00	58,345.36	1,166.90	8,751.80	49,593.56
IMPROVEMENTS	845,143.68	194,645.69	131,728.14	.00	.00	.00	.00	.00	.00	.00	976,881.82	41,813.97	236,459.66	740,422.16
MACHINERY & EQUIPMENT	493,281.42	189,765.37	697,992.80	.00	.00	.00	.00	.00	.00	.00	1,191,274.22	99,326.27	289,095.64	902,178.58
**Total	1,396,770.46	391,999.96	829,730.94	.00	.00	.00	.00	.00	.00	.00	2,226,501.40	142,307.14	534,307.10	1,692,194.30
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE			
COUNTY	896,770.46	260,333.29	773,566.47	.00	.00	.00	.00	1,670,336.93	120,903.03	381,236.32	1,289,100.61			
GRANT	.00	.00	56,164.47	.00	.00	.00	.00	56,164.47	1,404.11	1,404.11	54,760.36			
DONATED	500,000.00	131,666.67	.00	.00	.00	.00	.00	500,000.00	20,000.00	151,666.67	348,333.33			
**Total	1,396,770.46	391,999.96	829,730.94	.00	.00	.00	.00	2,226,501.40	142,307.14	534,307.10	1,692,194.30			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 1692194.30 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

County Manager

REPORT SELECTION IS :  
ADMIN/JUDICIAL COMPLEX, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Grnt-Y, fm-4999.99 to-999999999.99

Date: 8/30/24 7:46:36

## INVENTORY LISTING - COUNTY MANAGER

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS								
MACHINERY & EQUIPMENT	5,713.47	3,332.86	.00	.00	.00	.00	.00	5,713.47	1,142.69	4,475.55	1,237.92
VEHICLE	201,581.00	147,688.80	.00	.00	.00	.00	.00	201,581.00	15,084.60	162,773.40	38,807.60
**Total	207,294.47	151,021.66	.00	.00	.00	.00	.00	207,294.47	16,227.29	167,248.95	40,045.52
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
COUNTY	207,294.47	151,021.66	.00	.00	.00	.00	.00	207,294.47	16,227.29	167,248.95	40,045.52
**Total	207,294.47	151,021.66	.00	.00	.00	.00	.00	207,294.47	16,227.29	167,248.95	40,045.52

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 40045.52 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
COUNTY MANAGER, 07/01/2023 to 06/30/2024, cer-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, GmT-Y, fm-5000.00 to--999999999.99

*[Signature]*  
County Manager

Date: 8/30/24 8:49:32

INVENTORY LISTING - US DOE AWARD NO. DE-RW 0000143

Page: 2

Physical Total *	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS									
IMPROVEMENTS	19,991.56	6,538.91	.00	.00	.00	.00	.00	.00	19,991.56	499.79	7,038.70	12,952.86
**Total	19,991.56	6,538.91	.00	.00	.00	.00	.00	.00	19,991.56	499.79	7,038.70	12,952.86
Financial Total *	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
GRANT	19,991.56	6,538.91	.00	.00	.00	.00	.00	.00	19,991.56	499.79	7,038.70	12,952.86
**Total	19,991.56	6,538.91	.00	.00	.00	.00	.00	.00	19,991.56	499.79	7,038.70	12,952.86

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF US DOE AWARD NO. DE-RW 0000143 AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 12952.86 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED



TITLE

County Manager



Date: 8/30/24 8:57:50

INVENTORY LISTING - GRT 07-L-G-5578 ROCKY MT

Page: 3

Physical Grand Total **												
	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE	
VEHICLE	42,552.00	42,552.00	.00	.00	.00	.00	.00	42,552.00	.00	42,552.00	.00	
**Total	42,552.00	42,552.00	07/01/2023 THRU 06/30/2024	.00	.00	.00	.00	42,552.00	.00	42,552.00	.00	
Financial Grand Total**												
	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE	
GRANT	42,552.00	42,552.00	.00	.00	.00	.00	.00	42,552.00	.00	42,552.00	.00	
**Total	42,552.00	42,552.00	INVENTORY CERTIFICATION	.00	.00	.00	.00	42,552.00	.00	42,552.00	.00	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
GRT 07-L-G-5578 ROCKY MT, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DltS-Y, Ins-Y, OutS-Y, Phyt-Y, Fint-Y, Grrt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 8:56:31

INVENTORY LISTING - GT 07-L-G-5582 RADIOLOGY EQUIP.

Page: 3

Physical Grand Total **	07/01/2023		THRU 06/30/2024		TRANSFER + / -	TRANSFER DEPRECIATION		ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP		DEP ASSET ENDING BALANCE
	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS		ASSET DELETIONS	ACCUM DEP DELETIONS					
MACHINERY & EQUIPMENT	100,000.00	100,000.00	.00	.00	.00	.00	.00	100,000.00	.00	100,000.00	.00	.00
**Total	100,000.00	100,000.00	.00	.00	.00	.00	.00	100,000.00	.00	100,000.00	.00	.00
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE		
GRANT	100,000.00	100,000.00	.00	.00	.00	.00	100,000.00	.00	100,000.00	.00		
**Total	100,000.00	100,000.00	.00	.00	.00	.00	100,000.00	.00	100,000.00	.00		

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELNS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELNS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
GT 07-L-G-5582 RADIOLOGY EQUIP. 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dics-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Gmt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:47:33

INVENTORY LISTING - PROJECT MANAGER

Page: 3

Physical Grand Total **													
	BEGINNING ASSET COST	BEGINNING ACUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACUM DEP	DEP ASSET ENDING BALANCE		
VEHICLE	33,355.00	33,355.00	.00	.00	.00	.00	.00	33,355.00	.00	33,355.00	.00		
**Total	33,355.00	33,355.00	07/01/2023 THRU 06/30/2024	.00	.00	.00	.00	33,355.00	.00	33,355.00	.00		
Financial Grand Total**													
	BEGINNING ASSET COST	BEGINNING ACUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACUM DEP	DEP ASSET ENDING BALANCE		
COUNTY	33,355.00	33,355.00		.00	.00	.00	.00	33,355.00	.00	33,355.00	.00		
**Total	33,355.00	33,355.00	INVENTORY CERTIFICATION	.00	.00	.00	.00	33,355.00	.00	33,355.00	.00		

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
PROJECT MANAGER, 07/01/2023 to 06/30/2024, crr-Y, Adds-Y, Dls-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Grnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 8:55:22

INVENTORY LISTING - PENASCO COMMUNITY CENTER

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCUM DEP	ADDITIONS								
IMPROVEMENTS	24,000.00	14,133.33	.00	.00	.00	.00	.00	24,000.00	1,600.00	15,733.33	8,266.67
MACHINERY & EQUIPMENT	11,742.00	11,742.00	.00	.00	.00	.00	.00	11,742.00	.00	11,742.00	.00
**Total	35,742.00	25,875.33	.00	.00	.00	.00	.00	35,742.00	1,600.00	27,475.33	8,266.67
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
GRANT	35,742.00	25,875.33	.00	.00	.00	.00	.00	35,742.00	1,600.00	27,475.33	8,266.67
**Total	35,742.00	25,875.33	.00	.00	.00	.00	.00	35,742.00	1,600.00	27,475.33	8,266.67

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\*Grand Total\*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 8266.67 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
PENASCO COMMUNITY CENTER, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DltS-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Gnt-Y, fm-5000.00 to-999999999.99

BEGINNING ASSET COST	07/01/2023 BEGINNING ACCOM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCOM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCOM DEP	DEP ASSET ENDING BALANCE
-------------------------	--------------------------------------	---------------------------------------	--------------------	------------------------	-------------------	--------------------------	------------------------------	-------------------------	---------------------	-----------------------------

5,747.00	2,274.85	.00	.00	.00	5,747.00	143.68	2,418.53	3,328.47
5,747.00	2,274.85	.00	.00	.00	5,747.00	143.68	2,418.53	3,328.47

BEGINNING ASSET COST	BEGINNING ASSET	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING DEP ASSET ACCUM DEP ENDING BALANCE
----------------------	-----------------	-----------------	-----------------	---------------------	----------------	-----------------------	---------------------------	----------------------	---

[illegible]

County Messenger

REPORT SELECTION IS :  
NMNG/NMSU COOP EXTEN. SERVICE,07/01/2027 to 06/30/2024,cert-Y,AddS-Y,Dlcs-Y,Ins-Y,Outs-Y,Phyc-Y,Flnt-Y,Grnt-Y,fm=5000.00 to=999999999.99

Date: 8/30/24 9:01:50

INVENTORY LISTING - NMLA 11-L-G-1218

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
IMPROVEMENTS	18,698.88	15,582.40	.00	.00	.00	.00	.00	18,698.88	1,558.24	17,140.64	1,558.24
**Total	18,698.88	15,582.40	.00	.00	.00	.00	.00	18,698.88	1,558.24	17,140.64	1,558.24
Financial Grand Total**	BEGINNING ASSET COST	07/01/2023 ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
GRANT	18,698.88	15,582.40	.00	.00	.00	.00	.00	18,698.88	1,558.24	17,140.64	1,558.24
**Total	18,698.88	15,582.40	.00	.00	.00	.00	.00	18,698.88	1,558.24	17,140.64	1,558.24

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\*Grand Total\*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 1558.24 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THE GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
NMLA 11-L-G-1218,07/01/2023 to 06/30/2024,cert-Y,Add-Y,Dlts-Y,Ins-Y,Outs-Y,Phyt-Y,FinT-Y,Grnt-Y,fm-5000.00 to-999999999.99

Physical Grand Total **	BEGINNING	07/01/2023	THRU 06/30/2024	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	BEGINNING	ACCUM DEP	ADDITIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
IMPROVEMENTS	13,999.50	13,999.50	.00	.00	.00	.00	.00	13,999.50	.00	13,999.50	.00
**Total	13,999.50	13,999.50	07/01/2023	THRU 06/30/2024	.00	.00	.00	13,999.50	.00	13,999.50	.00
Financial Grand Total**	BEGINNING	BEGINNING	ASSET	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
GRANT	13,999.50	13,999.50	.00	.00	.00	.00	.00	13,999.50	.00	13,999.50	.00
**Total	13,999.50	13,999.50	.00	.00	.00	.00	.00	13,999.50	.00	13,999.50	.00
	INVENTORY CERTIFICATION										

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED *[Signature]* TITLE *County Manager*  
REPORT SELECTION IS :  
DEPT. HOMELAND SECURITY GRANT, 07/01/2023 to 06/30/2024, cert-y, Adds-y, Dels-y, Ins-y, Outs-y, Phys-y, Fint-y, Grnt-y, fm-5000.00 to-9999999999.99

Date: 8/30/24 8:21:54

INVENTORY LISTING - NM DPA SAP AGRICULTURAL CENTER

Page: 3

Physical Grand Total **	BEGINNING	07/01/2023	THRU	06/30/2024	ASSET	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	BEGINNING	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
MACHINERY & EQUIPMENT	10,929.00	10,929.00	07/01/2023	07/01/2023	THRU	06/30/2024	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING
**Total	10,929.00	10,929.00	07/01/2023	07/01/2023	THRU	06/30/2024	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING
Financial Grand Total**	BEGINNING	ACCUM DEP	ADDITIONS	DELETIONS	ACCUM DEP	DELETIONS	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET	ENDING
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	ACCUM DEP	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE	DEP ASSET
GRANT	10,929.00	10,929.00	.00	.00	.00	.00	.00	.00	10,929.00	.00	10,929.00	.00	.00
**Total	10,929.00	10,929.00	.00	.00	.00	.00	.00	.00	10,929.00	.00	10,929.00	.00	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\*Grand Total\*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS : NM DPA SAP AGRICULTURAL CENTER, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DltS-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Gntt-Y, fm-5000.00 to-999999999.99



Date: 8/30/24 9:03:59

INVENTORY LISTING - GRANT NO. 08-L-G-4526

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCUM DEP	ADDITIONS								
VEHICLE	26,813.00	26,813.00	.00	.00	.00	.00	.00	26,813.00	.00	26,813.00	.00
**Total	26,813.00	26,813.00	.00	.00	.00	.00	.00	26,813.00	.00	26,813.00	.00
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
GRANT	26,813.00	26,813.00	.00	.00	.00	.00	.00	26,813.00	.00	26,813.00	.00
**Total	26,813.00	26,813.00	.00	.00	.00	.00	.00	26,813.00	.00	26,813.00	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
GRANT NO. 08-L-G-4526,07/01/2023 to 06/30/2024,cert-Y,Add-Y,Dls-Y,Ins-Y,Outs-Y,Phyc-Y,Fint-Y,Grnt-Y,Im-5000.00 co-9999999999.99

*[Signature]*  
*County Manager*

Date: 8/30/24 8:54:08

INVENTORY LISTING - GRANT NO. 08-L-G-4513

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS									
IMPROVEMENTS	39,476.58	13,405.59	.00	.00	.00	.00	.00	.00	39,476.58	986.91	14,392.50	25,084.08
**Total	39,476.58	13,405.59	.00	.00	.00	.00	.00	.00	39,476.58	986.91	14,392.50	25,084.08
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
GRANT	39,476.58	13,405.59	.00	.00	.00	.00	.00	.00	39,476.58	986.91	14,392.50	25,084.08
**Total	39,476.58	13,405.59	.00	.00	.00	.00	.00	.00	39,476.58	986.91	14,392.50	25,084.08

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELNS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\*Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 25084.08  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELNS  
AND EQUIPMENT OF THE GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
GRANT NO. 08-L-G-4513, 07/01/2023 to 06/30/2024, cert-Y, Addc-Y, Dlcs-Y, Ins-Y, Outc-Y, Phyt-Y, Fint-Y, Gntt-Y, fm-5000.00 to-9999999999.99

*David J. Menger*  
County Manager

Date: 8/30/24 8:59:06

INVENTORY LISTING - GRANT NO. GF 05-L-G-1624

Page: 3

Physical Grand Total **	BEGINNING	07/01/2023	THRU 06/30/2024	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	BEGINNING	ADDITIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
MACHINERY & EQUIPMENT	17,867.19	17,867.19	.00	.00	.00	.00	.00	17,867.19	.00	17,867.19	.00
**Total	17,867.19	17,867.19	07/01/2023	.00	.00	.00	.00	17,867.19	.00	17,867.19	.00
Financial Grand Total**	BEGINNING	ACCUM DEP	THRU 06/30/2024	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ACCUM DEP	DEP ASSET
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
COUNTY	8,110.19	8,110.19	.00	.00	.00	.00	.00	8,110.19	.00	8,110.19	.00
GRANT	9,757.00	9,757.00	.00	.00	.00	.00	.00	9,757.00	.00	9,757.00	.00
**Total	17,867.19	17,867.19	.00	.00	.00	.00	.00	17,867.19	.00	17,867.19	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED



TITLE

County Manager

REPORT SELECTION IS :  
GRANT NO. GF 05-L-G-1624, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DltS-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Grnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 9:00:47

INVENTORY LISTING - GRANT #2014-1221 SENIOR CENTERS

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCUM DEP	THRU 06/30/2024		ASSET DELETIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
			ASSET ADDITIONS	ASSET ADDITIONS										
MACHINERY & EQUIPMENT	7,407.33	6,481.41	.00	.00	.00	.00	.00	.00	.00	.00	7,407.33	740.74	7,222.15	185.18
**Total	7,407.33	6,481.41	.00	.00	.00	.00	.00	.00	.00	.00	7,407.33	740.74	7,222.15	185.18
Financial Grand Total**	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE			
GRANT	7,407.33	6,481.41	.00	.00	.00	.00	.00	7,407.33	740.74	7,222.15	185.18			
**Total	7,407.33	6,481.41	.00	.00	.00	.00	.00	7,407.33	740.74	7,222.15	185.18			

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\*Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 185.18 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
GRANT #2014-1221 SENIOR CENTERS, 07/01/2023 to 06/30/2024, cert-Y, Add-Y, Dlt-Y, Ins-Y, Outs-Y, Phyl-Y, Finl-Y, Gnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 8:51:01

INVENTORY LISTING - GRANT NO. 08-L-G-4524

Page: 3

Physical Grand Total **	BEGINNING	BEGINNING	ASSET	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
MACHINERY & EQUIPMENT	25,000.00	25,000.00	.00	.00	.00	.00	.00	25,000.00	.00	25,000.00	.00
**Total	25,000.00	25,000.00	07/01/2023	.00	.00	.00	.00	25,000.00	.00	25,000.00	.00
Financial Grand Total**	BEGINNING	BEGINNING	THRU	ASSET	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP
GRANT	25,000.00	25,000.00		.00	.00	.00	.00	.00	25,000.00	.00	25,000.00
**Total	25,000.00	25,000.00		.00	.00	.00	.00	.00	25,000.00	.00	25,000.00
	INVENTORY CERTIFICATION										

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
GRANT NO. 08-L-G-4524, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dels-Y, Ins-Y, Outs-Y, Phyt-Y, Finf-Y, Grnt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 9:02:53

INVENTORY LISTING - FEMA/DHS NO. EMM-2009-FO-00192

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS									
MACHINERY & EQUIPMENT	52,023.26	52,023.26	.00	.00	.00	.00	.00	.00	52,023.26	.00	52,023.26	.00
**Total	52,023.26	52,023.26	.00	.00	.00	.00	.00	.00	52,023.26	.00	52,023.26	.00
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
GRANT	52,023.26	52,023.26	.00	.00	.00	.00	.00	.00	52,023.26	.00	52,023.26	.00
**Total	52,023.26	52,023.26	.00	.00	.00	.00	.00	.00	52,023.26	.00	52,023.26	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
FEMA/DHS NO. EMM-2009-FO-00192, 07/01/2023 to 06/30/2024, cert-Y, Adde-Y, DltS-Y, Ins-Y, Oucs-Y, Phyt-Y, Fint-Y, GmT-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:44:54

INVENTORY LISTING - CAPITAL ENHANCEMENT PROJECTS

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ACCUM DEP									
MACHINERY & EQUIPMENT	34,518.00	34,518.00	07/01/2023	THRU 06/30/2024	0.00	0.00	0.00	0.00	34,518.00	0.00	34,518.00	0.00
**Total	34,518.00	34,518.00	07/01/2023	THRU 06/30/2024	0.00	0.00	0.00	0.00	34,518.00	0.00	34,518.00	0.00
Financial Grand Total**	34,518.00	34,518.00	07/01/2023	THRU 06/30/2024	0.00	0.00	0.00	0.00	34,518.00	0.00	34,518.00	0.00
COUNTY	34,518.00	34,518.00	07/01/2023	THRU 06/30/2024	0.00	0.00	0.00	0.00	34,518.00	0.00	34,518.00	0.00
**Total	34,518.00	34,518.00	07/01/2023	THRU 06/30/2024	0.00	0.00	0.00	0.00	34,518.00	0.00	34,518.00	0.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELNS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELNS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS : CAPITAL ENHANCEMENT PROJECTS, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dltc-Y, Ins-Y, Outs-Y, Phyl-Y, Fint-Y, Gnt-Y, fm-5000.00 to--999999999.99

Date: 8/30/24 9:15:39

INVENTORY LISTING - 21-C-NR-I-04-G-90

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS								
MACHINERY & EQUIPMENT	.00	.00	59,822.00	.00	.00	.00	.00	59,822.00	498.51	498.51	59,323.49
**Total	.00	.00	59,822.00	.00	.00	.00	.00	59,822.00	498.51	498.51	59,323.49
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	ADDITIONS ASSET	DELETIONS ASSET	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
GRANT	.00	.00	59,822.00	.00	.00	.00	.00	59,822.00	498.51	498.51	59,323.49
**Total	.00	.00	59,822.00	.00	.00	.00	.00	59,822.00	498.51	498.51	59,323.49

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 59323.49 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

*[Signature]*

*County Manager*

REPORT SELECTION IS :  
21-C-NR-I-04-G-90,07/01/2023 to 06/30/2024,cert-Y,AddS-Y,DltS-Y,Ins-Y,OutS-Y,Phyt-Y,FinT-Y,Gnt-Y,fm-5000.00 to--999999999.99



Date: 8/30/24 7:59:21

INVENTORY LISTING - ROAD DEPARTMENT

Page: 73

Physical Grand Total **	BEGINNING		07/01/2023		THRU 06/30/2024		ASSET		ASSET		TRANSFER		TRANSFER		ASSET COST		CURRENT		ENDING		DEP ASSET	
	ASSET COST	ACUM DEP	ASSET	ADDITIONS	DELETIONS	ACUM DEP	DELETIONS	+	-	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACUM DEP	ENDING BALANCE	DEP ASSET	ENDING BALANCE	DEP ASSET	ENDING BALANCE	DEP ASSET	ENDING BALANCE	DEP ASSET	ENDING BALANCE
LAND	7,062.43	.00	.00	63,291.04	.00	.00	.00	.00	.00	.00	7,062.43	.00	.00	.00	7,062.43	.00	.00	.00	7,062.43	.00	61,391.50	7,062.43
IMPROVEMENTS	4,240.102.11	.00	.00	52,130.26	.00	.00	.00	.00	.00	.00	4,240.102.11	.00	.00	.00	4,240.102.11	.00	.00	.00	4,240.102.11	.00	805,358.61	4,240.102.11
MACHINERY & EQUIPMENT	1,660,099.32	.00	.00	18,750,380.00	.00	.00	.00	.00	.00	.00	1,660,099.32	.00	.00	.00	1,660,099.32	.00	.00	.00	1,660,099.32	.00	18,750,380.00	1,660,099.32
CONSTRUCTION IN PROGRESS	18,750,380.00	.00	.00	4,877,748.25	.00	.00	.00	.00	.00	.00	18,750,380.00	.00	.00	.00	18,750,380.00	.00	.00	.00	18,750,380.00	.00	505,868.84	18,750,380.00
RIGHT OF WAY	15,479,143.40	.00	.00	2,986,803.97	.00	.00	.00	.00	.00	.00	15,479,143.40	.00	.00	.00	15,479,143.40	.00	.00	.00	15,479,143.40	.00	3,075,973.63	15,479,143.40
ROAD IMPROVEMENT	3,211,995.35	.00	.00	124,197.00	.00	.00	.00	.00	.00	.00	3,211,995.35	.00	.00	.00	3,211,995.35	.00	.00	.00	3,211,995.35	.00	2,604,418.72	3,211,995.35
VEHICLE	31,592,455.68	.00	.00	2,366,292.79	.00	.00	.00	.00	.00	.00	31,592,455.68	.00	.00	.00	31,592,455.68	.00	.00	.00	31,592,455.68	.00	42,850,125.54	31,592,455.68
INFRASTRUCTURE/ROADS	74,941,238.29	.00	.00	41,770,079.52	.00	.00	.00	.00	.00	.00	74,941,238.29	.00	.00	.00	74,941,238.29	.00	.00	.00	74,941,238.29	.00	33,091,493.47	74,941,238.29
**Total																						
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACUM DEP	07/01/2023	THRU 06/30/2024	ASSET ADDITIONS	ASSET DELETIONS	ACUM DEP DELETIONS	TRANSFER +	TRANSFER -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ACUM DEP	ENDING BALANCE	DEP ASSET	ENDING BALANCE	DEP ASSET	ENDING BALANCE	DEP ASSET	ENDING BALANCE	DEP ASSET	ENDING BALANCE
COUNTY	63,604,180.40	37,803,690.30	618,905.69	1,747,387.10	1,365,912.07	.00	.00	.00	.00	.00	64,223,086.09	789,786.53	38,593,476.83	25,629,609.26	789,786.53	38,593,476.83	25,629,609.26	789,786.53	38,593,476.83	25,629,609.26	789,786.53	38,593,476.83
GRANT	11,124,657.51	3,753,988.84	1,747,387.10	1,365,912.07	.00	.00	.00	.00	.00	.00	11,506,132.54	290,259.49	4,044,248.13	7,461,884.21	290,259.49	4,044,248.13	7,461,884.21	290,259.49	4,044,248.13	7,461,884.21	290,259.49	4,044,248.13
OTHER	133,922.81	133,922.81	.00	.00	.00	.00	.00	.00	.00	.00	133,922.81	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
DONATED	78,477.57	78,477.57	.00	.00	.00	.00	.00	.00	.00	.00	78,477.57	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
**Total	74,941,238.29	41,770,079.52	2,366,292.79	1,365,912.07	.00	.00	.00	.00	.00	.00	75,941,619.01	1,080,046.02	42,850,125.54	33,091,493.47	1,080,046.02	42,850,125.54	33,091,493.47	1,080,046.02	42,850,125.54	33,091,493.47	1,080,046.02	42,850,125.54

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 33091493.47 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED *Debra Chappell* TITLE *Office Manager*  
REPORT SELECTION IS :  
ROAD DEPARTMENT.07/01/2023 to 06/30/2024.cert-y, Adds-y, Dets-y, Ins-y, Outs-y, Phyt-y, Fint-y, Gnt-y, fm-5000.00 to-999999999.99

Date: 8/30/24 8:02:30

INVENTORY LISTING - GRANT NO. NM DOT SP-5-09(080)

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS									
ROAD IMPROVEMENT	78,481.99	35,316.90	.00	.00	.00	.00	.00	.00	78,481.99	2,616.06	37,932.96	40,549.03
**Total	78,481.99	35,316.90	.00	.00	.00	.00	.00	.00	78,481.99	2,616.06	37,932.96	40,549.03
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE	
GRANT	78,481.99	35,316.90	.00	.00	.00	.00	.00	78,481.99	2,616.06	37,932.96	40,549.03	
**Total	78,481.99	35,316.90	.00	.00	.00	.00	.00	78,481.99	2,616.06	37,932.96	40,549.03	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 40549.03 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED


  
 Delia Shaw for Superintendent
 
  
 Office Manager

REPORT SELECTION IS :  
 GRANT NO. NM DOT SP-5-09(080), 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Ours-Y, Phyc-Y, Fint-Y, Gnt-Y, Em-5000.00 co-999999999.99

Date: 8/30/24 8:00:25

INVENTORY LISTING - S/W RECYCLING&ILLEGAL DUMPING GR

Page: 3

Physical Grand Total **	BEGINNING	07/01/2023	THRU	06/30/2024	ASSET	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUM DEP	ASSET	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
MACHINERY & EQUIPMENT	79,710.00	79,710.00	79,710.00	.00	.00	.00	.00	.00	.00	79,710.00	.00	79,710.00	.00
**Total	79,710.00	79,710.00	07/01/2023	THRU 06/30/2024	.00	.00	.00	.00	.00	79,710.00	.00	79,710.00	.00
Financial Grand Total**	BEGINNING	BEGINNING	ASSET	ADDITIONS	ASSET	ACCUM DEP	DELETIONS	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
COUNTY	79,710.00	79,710.00	.00	.00	.00	.00	.00	.00	.00	79,710.00	.00	79,710.00	.00
**Total	79,710.00	79,710.00	INVENTORY CERTIFICATION	.00	.00	.00	.00	.00	.00	79,710.00	.00	79,710.00	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED *Debra May Shivers* <sup>4th</sup> *Notary Public* *Office Manager*

REPORT SELECTION IS : S/W RECYCLING&ILLEGAL DUMPING GR,07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phys-Y, Fint-Y, Gnt-Y, fm-5000.00 to-99999999.99

Date: 8/30/24 9:11:33

INVENTORY LISTING - NMED SW LOAN # RIP 2009

Page: 3

Physical Grand Total **	07/01/2023		THRU 06/30/2024		TRANSFER		TRANSFER		CURRENT		ENDING	
	BEGINNING	ASSET	BEGINNING	ASSET	+	-	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING	DEP ASSET
ASSET COST	57,975.52		07/01/2023	06/30/2024								
ACCUM DEP												
ADDITIONS												
DELETIONS												
ASSET COST	57,975.52		07/01/2023	06/30/2024								
ACCUM DEP												
ADDITIONS												
DELETIONS												
TRANSFER												
DEPRECIATION												
ENDING BALANCE	57,975.52											
DEP ASSET												
ENDING BALANCE	57,975.52											
INVENTORY CERTIFICATION												
ASSET COST	57,975.52											
ACCUM DEP												
ADDITIONS												
DELETIONS												
TRANSFER												
DEPRECIATION												
ENDING BALANCE	57,975.52											
DEP ASSET												
ENDING BALANCE	57,975.52											

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024, IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

Deputy Manager of Operations

REPORT SELECTION IS : NMED SW LOAN # RIP 2009,07/01/2023 to 06/30/2024,cert-Y,Addg-Y,Dlts-Y,Ins-Y,Outs-Y,Phyt-Y,Fint-Y,Gmt-Y,fm-5000.00 co-999999999.99

Date: 8/30/24 9:12:40

INVENTORY LISTING - NMED SAP GRANT NO. 07-4599-GF

Page: 3

Physical Grand Total **	BEGINNING	BEGINNING	ASSET	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET	
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS		+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE	
MACHINERY & EQUIPMENT	23,874.00	23,874.00	.00	.00	.00	.00	.00	23,874.00	.00	23,874.00	.00	
	**Total	23,874.00	23,874.00	.00	.00	.00	.00	23,874.00	.00	23,874.00	.00	
Financial Grand Total**	BEGINNING	07/01/2023	THRU	06/30/2024	ASSET	ACCUM DEP	TRANSFER	TRANSFER	ASSET COST	CURRENT	ENDING	DEP ASSET
	ASSET COST	ACCUM DEP	ADDITIONS	DELETIONS	DELETIONS	DELETIONS	+ / -	DEPRECIATION	ENDING BALANCE	DEPRECIATION	ACCUM DEP	ENDING BALANCE
GRANT	23,874.00	23,874.00	.00	.00	.00	.00	.00	23,874.00	.00	23,874.00	.00	
**Total	23,874.00	23,874.00	.00	.00	.00	.00	.00	23,874.00	.00	23,874.00	.00	
		INVENTORY	CERTIFICATION									

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

Deputy Manager of Specimen

REPORT SELECTION IS : NMED SAP GRANT NO. 07-4599-GF, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dltls-Y, Ins-Y, Oucs-Y, Phyt-Y, Fint-Y, Grrt-Y, fmr-5000.00 to-999999999.99

Date: 8/30/24 9:05:12

INVENTORY LISTING - SOLID WASTE

Page: 6

Physical Grand Total \*\*

	BEGINNING ASSET COST	07/01/2023		THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ADDITIONS	ADDITIONS	ADDITIONS								

Buildings

BUILDINGS	181,035.00	144,312.28	.00	.00	.00	.00	.00	.00	.00	181,035.00	1,932.77	146,245.05	34,789.95
IMPROVEMENTS	73,752.48	47,707.79	.00	.00	.00	.00	.00	.00	.00	73,752.48	4,520.55	52,228.34	21,524.14
MACHINERY & EQUIPMENT	330,013.61	273,118.73	28,080.50	.00	.00	.00	.00	.00	.00	358,094.11	15,218.86	288,337.59	69,756.52
CONSTRUCTION IN PROCESS	66,856.71	.00	.00	.00	.00	.00	.00	.00	.00	66,856.71	.00	66,856.71	.00
VEHICLE	650,523.92	650,523.92	.00	.00	.00	.00	.00	.00	.00	650,523.92	.00	650,523.92	.00
**Total	1,302,181.72	1,115,662.72	28,080.50	.00	.00	.00	.00	.00	.00	1,330,262.22	21,672.18	1,137,334.90	192,927.32

Financial Grand Total\*\*

	BEGINNING ASSET COST	07/01/2023		THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ADDITIONS	ADDITIONS	ADDITIONS								

COUNTY	969,591.00	783,072.00	12,309.00	.00	.00	.00	.00	.00	.00	981,900.00	21,409.32	804,481.32	177,418.68
GRANT	8,528.80	8,528.80	15,771.50	.00	.00	.00	.00	.00	.00	24,300.30	262.86	8,791.66	15,508.64
OTHER	324,061.92	324,061.92	.00	.00	.00	.00	.00	.00	.00	324,061.92	.00	324,061.92	.00
**Total	1,302,181.72	1,115,662.72	28,080.50	.00	.00	.00	.00	.00	.00	1,330,262.22	21,672.18	1,137,334.90	192,927.32

INVENTORY CERTIFICATION

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 192927.32 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

*[Signature]*  
Deputy Director of Operations

REPORT SELECTION IS :  
SOLID WASTE,07/01/2023 to 06/30/2024, Cert-Y, Adds-Y, Dets-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Grnt-Y, fm-5000.00 to-9999999999.99

Date: 8/30/24 9:10:13

INVENTORY LISTING - NMED S/W EQUIP GRT SAP-06-1257GF

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023		THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER		TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING	ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS			+	-					
MACHINERY & EQUIPMENT	36,940.00	36,940.00	07/01/2023	THRU 06/30/2024	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER +	TRANSFER -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
**Total	36,940.00	36,940.00	07/01/2023	THRU 06/30/2024	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER +	TRANSFER -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
Financial Grand Total**	BEGINNING ASSET COST	ACCU DEP BEGINNING	THRU 06/30/2024	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER +	TRANSFER -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE	DEP ASSET ENDING BALANCE
COUNTY	31,612.00	31,612.00									31,612.00		31,612.00	
GRANT	5,328.00	5,328.00									5,328.00		5,328.00	
**Total	36,940.00	36,940.00									36,940.00		36,940.00	

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS : NMED S/W EQUIP GRT SAP-06-1257GF, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, DltS-Y, Ins-Y, Outs-Y, Phyt-Y, Fint-Y, Gnt-Y, fm-5000.00 to-999999999.99

*[Signature]*  
Deputy Manager of Operations

Date: 8/30/24 9:08:57

INVENTORY LISTING - GRANT NO. PROJECT #08NT-12

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING	ADDITIONS								
MACHINERY & EQUIPMENT	14,800.00	14,800.00	.00	.00	.00	.00	.00	14,800.00	.00	14,800.00	.00
**Total	14,800.00	14,800.00	.00	.00	.00	.00	.00	14,800.00	.00	14,800.00	.00
Financial Grand Total**	ASSET COST	ACCU DEP	ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
COUNTY	14,800.00	14,800.00	.00	.00	.00	.00	.00	14,800.00	.00	14,800.00	.00
**Total	14,800.00	14,800.00	.00	.00	.00	.00	.00	14,800.00	.00	14,800.00	.00

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELLETS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELLETS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

Deputy Manager of Operations

REPORT SELECTION IS :  
GRANT NO. PROJECT #08NT-12, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dels-Y, Ins-Y, Outs-Y, Phyc-Y, Fint-Y, Grnt-Y, Fm-5000.00 to-999999999.99



Date: 8/29/24 15:54:32

## INVENTORY LISTING - ADULT DETENTION FAC.

Page: 3

Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ASSET ADDITIONS								
IMPROVEMENTS	.00	.00	15,319.89	.00	.00	.00	.00	15,319.89	319.16	319.16	15,000.73
MACHINERY & EQUIPMENT	242,142.39	94,060.23	.00	.00	.00	.00	.00	242,142.39	22,728.48	116,788.72	125,353.68
VEHICLE	35,510.15	34,124.52	.00	.00	.00	.00	.00	35,510.15	1,385.63	35,510.15	.00
**Total	277,652.54	128,184.75	15,319.89	.00	.00	.00	.00	292,972.43	24,433.27	152,618.02	140,354.41
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
COUNTY	277,652.54	128,184.75	15,319.89	.00	.00	.00	.00	292,972.43	24,433.27	152,618.02	140,354.41
**Total	277,652.54	128,184.75	15,319.89	.00	.00	.00	.00	292,972.43	24,433.27	152,618.02	140,354.41

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 140354.41 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
ADULT DETENTION FAC., 07/01/2024 TO 06/30/2024, Cert Y, Adds Y, Dels Y, Inv Y, Outs Y, Phys Y, Fin Y, Gen Y, Em-5000.00 CO-9999999999.99

Date: 8/30/24 7:39:46

## INVENTORY LISTING - COUNTY CLERK

Page: 3

Physical Total *	BEGINNING ASSET COST	07/01/2023 ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
MACHINERY & EQUIPMENT	108,766.28	108,766.28	.00	.00	.00	.00	.00	108,766.28	.00	108,766.28	.00
VEHICLE	53,386.00	53,386.00	44,848.00	.00	.00	.00	.00	98,234.00	1,471.60	54,857.60	43,376.40
**Total	162,152.28	162,152.28	44,848.00	.00	.00	.00	.00	207,000.28	1,471.60	163,623.88	43,376.40
Financial Total *	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
COUNTY	162,152.28	162,152.28	44,848.00	.00	.00	.00	.00	207,000.28	1,471.60	163,623.88	43,376.40
**Total	162,152.28	162,152.28	44,848.00	.00	.00	.00	.00	207,000.28	1,471.60	163,623.88	43,376.40
INVENTORY CERTIFICATION											

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELS AND EQUIPMENT OF AND FOR THE OFFICE OF COUNTY CLERK AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 43376.40 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

*Shontay*

TITLE

*8/30/24*

Date: 8/30/24 7:39:46

## INVENTORY LISTING - COUNTY CLERK'S

Page: 6

Physical Grand Total **	07/01/2023 THRU 06/30/2024									
	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP
MACHINERY & EQUIPMENT	117,551.28	108,912.70	.00	.00	.00	.00	.00	117,551.28	1,757.00	110,669.70
VEHICLE	53,386.00	53,386.00	44,848.00	.00	.00	.00	.00	98,234.00	1,471.60	54,857.60
**Total	170,937.28	162,298.70	44,848.00	.00	.00	.00	.00	215,785.28	3,228.60	165,527.30
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCUM DEP	ADDITIONS THRU 06/30/2024	DELETIONS THRU 06/30/2024	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP
COUNTY	170,937.28	162,298.70	44,848.00	.00	.00	.00	.00	215,785.28	3,228.60	165,527.30
**Total	170,937.28	162,298.70	44,848.00	.00	.00	.00	.00	215,785.28	3,228.60	165,527.30

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 50257.98 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

REPORT SELECTION IS :  
COUNTY CLERK, 07/01/2023 to 06/30/2024, cert-Y, Adds-Y, Dels-Y, Ins-Y, Out-Y, Phys-Y, Fin-Y, Grt-Y, fm-5000.00 to-999999999.99

Date: 8/30/24 7:39:46

## INVENTORY LISTING - COUNTY CLERK'S

Page: 5

Physical Total *	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
		BEGINNING ASSET COST	ADDITIONS								
MACHINERY & EQUIPMENT	8,785.00	146.42	.00	.00	.00	.00	.00	8,785.00	1,757.00	1,903.42	6,881.58
**Total	8,785.00	146.42	.00	.00	.00	.00	.00	8,785.00	1,757.00	1,903.42	6,881.58
Financial Total *	BEGINNING ASSET COST	BEGINNING ACCUM DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCUM DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCUM DEP	DEP ASSET ENDING BALANCE
COUNTY	8,785.00	146.42	.00	.00	.00	.00	.00	8,785.00	1,757.00	1,903.42	6,881.58
**Total	8,785.00	146.42	.00	.00	.00	.00	.00	8,785.00	1,757.00	1,903.42	6,881.58

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATTELS AND EQUIPMENT OF AND FOR THE OFFICE OF COUNTY CLERK'S AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 6881.58 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATTELS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

8/30/24

Date: 8/29/24 16:54:35

INVENTORY LISTING - CENTRAL COMMUNICATIONS

Page: 4

Physical Grand Total **												
	BEGINNING ASSET COST	07/01/2023 BEGINNING ACCU DEP	THRU 06/30/2024 ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE	
IMPROVEMENTS	33,911.73	10,305.97	.00	.00	.00	.00	.00	33,911.73	2,767.49	13,073.46	20,838.24	
MACHINERY & EQUIPMENT	1,035,890.05	849,496.15	102,118.79	.00	.00	.00	.00	1,138,008.84	109,818.63	959,314.78	178,694.06	
**Total	1,069,801.78	859,802.12	102,118.79	.00	.00	.00	.00	1,171,920.57	112,586.12	972,388.24	199,532.33	
Financial Grand Total**												
	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE	
COUNTY	994,801.78	812,302.12	102,118.79	.00	.00	.00	.00	1,096,920.57	105,086.12	917,388.24	179,532.33	
GRANT	75,000.00	47,500.00	.00	.00	.00	.00	.00	75,000.00	7,500.00	55,000.00	20,000.00	
**Total	1,069,801.78	859,802.12	102,118.79	.00	.00	.00	.00	1,171,920.57	112,586.12	972,388.24	199,532.33	
INVENTORY CERTIFICATION												

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE FOREGOING SUPPLEMENT TO THE INVENTORY OF CHATELNS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\* AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023 TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS 199532.33 THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELNS AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED

TITLE

EAH Director

REPORT SELECTION IS :  
CENTRAL COMMUNICATIONS,07/01/2023 to 06/30/2024,cert-Y,Addsl-Y,Delcs-Y,Ins-Y,Outs-Y,Phyc-Y,FinT-Y,Grnt-Y,fm-5000.00 to--999999999.99

Date: 8/30/24 7:32:51

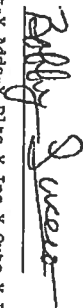
## INVENTORY LISTING - OEM

Page: 5

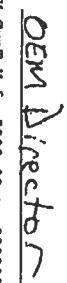
Physical Grand Total **	BEGINNING ASSET COST	07/01/2023 THRU 06/30/2024		ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
		BEGINNING ACCU DEP	ASSET ADDITIONS								
MACHINERY & EQUIPMENT	281,067.87	189,045.79	81,350.00	.00	.00	.00	.00	362,417.87	22,027.02	211,072.81	151,345.06
VEHICLE	224,546.59	136,566.97	81,350.00	.00	.00	.00	.00	224,546.59	30,486.80	167,053.77	57,492.82
**Total	505,614.46	325,612.76	162,700.00	.00	.00	.00	.00	586,964.46	52,513.82	378,126.58	208,837.88
Financial Grand Total**	BEGINNING ASSET COST	BEGINNING ACCU DEP	ASSET ADDITIONS	ASSET DELETIONS	ACCU DEP DELETIONS	TRANSFER + / -	TRANSFER DEPRECIATION	ASSET COST ENDING BALANCE	CURRENT DEPRECIATION	ENDING ACCU DEP	DEP ASSET ENDING BALANCE
COUNTY	368,934.77	248,313.11	.00	.00	.00	.00	.00	368,934.77	35,704.80	284,017.91	84,916.86
GRANT	136,679.69	77,299.65	81,350.00	.00	.00	.00	.00	218,029.69	16,809.02	94,108.67	123,921.02
**Total	505,614.46	325,612.76	81,350.00	.00	.00	.00	.00	586,964.46	52,513.82	378,126.58	208,837.88

I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THE FOREGOING SUPPLEMENT  
TO THE INVENTORY OF CHATELAINS AND EQUIPMENT OF AND FOR THE OFFICE OF \*\* Grand Total \*\*  
AS OF JUNE 30, 2024 IS TRUE AND CORRECT. THIS SUPPLEMENT REFLECTS THE  
ADDITIONS, DELETIONS, AND ADJUSTMENTS TO THE INVENTORY DURING THE PERIOD 07/01/2023  
TO 06/30/2024. I FURTHER CERTIFY THAT THE TOTAL INVENTORY SHOWN IS  
THE RESULT OF PHYSICAL COUNT MADE BY ME PERSONALLY OR UNDER MY PERSONAL  
SUPERVISION AND THAT I AM RESPONSIBLE FOR THE ACCOUNTABILITY OF THE CHATELAINS  
AND EQUIPMENT OF THIS GOVERNING DEPARTMENT.

SIGNED



TITLE



REPORT SELECTION IS :  
OEM, 07/01/2023 to 06/30/2024, cert-Y, Addn-Y, Dltg-Y, Ins-Y, Outg-Y, Phys-Y, Fin-Y, Grnt-Y, Am-5000.00 to-999999999.99



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding granting authority for the County Manager to sign the final contract TCC 2024-38 WHPacific for On-Call Engineering Services - Elsa Vigil, Chief Procurement Officer

---

[TTC 2024-38.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Elsa Vigil	<b>Presenters Title</b>	Chief Procurement Officer
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion, consideration, and decision regarding granting authority for the County Manger to sign the final contract TCC 2024-38 WHPacific for On-Call Engineering services.

Signature/Date of person picking up final documents:





**TCC 2024-38**  
**WHPACIFIC ON-CALL ENGINEERING SERVICES**  
**TAOS COUNTY FACILITIES DEPARTMENT**

This Agreement is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between **Taos County**, a political subdivision of the State of New Mexico (hereinafter "**COUNTY**") and **WHPacific, Inc.**, (hereinafter "**ENGINEER**"), the Engineer having a principal being a Licensed Engineer of the State of New Mexico, holding Registration Certificate Number L1772325680 and in good standing, hereinafter, collectively referred to as the PARTIES.

**RECITALS:**

**WHEREAS**, COUNTY desires to engage the ENGINEER to provide On-call Engineer Services for the Taos County Facilities Department, awarded through RFP 2024-005 for the COUNTY, which is part of the overall public infrastructure improvements, hereafter called PROJECT, as described in this Agreement; and

**WHEREAS**, based on a publicly advertised request for On-call Engineering services, the submittal of a management proposal by ENGINEER, and the recommendation of a Selection Advisory Committee, the COUNTY at the Board of County Commissioners September 3, 2024 meeting authorized the County Manager to negotiate an agreement with ENGINEER; and

**WHEREAS**, COUNTY will be the contracting agent/owner of the PROJECT and will determine projects to be constructed; and

**WHEREAS**, ENGINEER desires to provide to COUNTY the services as hereinafter set forth.

**SECTION 1- SCOPE OF SERVICES FOR ON-CALL SERVICES SHALL BE SPECIFIED FOR EACH PROJECT IN ACCORD WITH THE FOLLOWING EXAMPLE:**

- 1.1 The scope of the PROJECT includes construction management services for at least one construction phase for the PROJECT. The PROJECT encompasses installation of elements identified as part of the (name of project), including modifications to existing \_\_\_\_\_. The first identified task is \_\_\_\_\_ services needed to construct \_\_\_\_\_, is estimated to take \_\_\_\_\_ days to complete at a cost of \$\_\_\_\_\_ dollars. This scope includes coordinating with Engineering/County staff, the construction contractor, NMDOT, (other companies), surveyor, utility companies, and private land owners, etc.
- 1.2 The ENGINEER will coordinate the services of a geotechnical engineer and a licensed surveyor, contracted to (name of company), to provide materials testing during construction and to provide as-built verification and clarification of issues that may arise during construction.
- 1.3 The ENGINEER will prepare the final close-out packages and will be responsible for obtaining final acceptance from affected agencies and utility companies mentioned in Paragraph 1.1.
- 1.4.1 At the discretion of the Engineer, County Manager, County Dept. Head, (other), tasks will be created for the PROJECT. The task number as defined in Section 2 will represent the type of service. The project shall be phased as follows; for example, the first construction phase will be

the \_\_\_\_\_ (name of phase) . All tasks associated with the phase will be numbered as 2.#.1. This numbering shall be utilized for all construction phases for the PROJECT.

## **SECTION 2 - SERVICES WITH FEES**

### **2.1 Administration**

- A. Provide (INDICATE SPECIFIC SERVICES SUCH AS) technical and administrative services for the construction activities including pre-construction meetings, weekly progress meetings, and substantial and final inspections.
- B. Coordinate review and response for requests for information and contractor initiated proposals with the Design Engineer, prepare change orders, pay applications and associated services as requested by \_\_\_\_\_.
- C. Coordinate review and response for complaints, issues and requests for information from the public, property owners, other public agencies, and utility companies with the Design Engineer.

2.1.1 Task 2.1.1 involves the services for the project as defined above. There are an estimated \_\_\_\_\_ (days, weeks, months) \_\_\_\_\_ for this phase of construction.

**Time and Materials Fee (not to exceed) for Task 2.1.1: \$ \_\_\_\_\_**

### **2.2 Construction Observation, Resident Project Representative (RPR) (Use as necessary for the specified services)**

- A. Provide qualified construction observation personnel satisfactory to COUNTY for the observation of the work. Thorough on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the ENGINEER shall ensure that all work, constructed as part of the PROJECT, meets the minimum requirements set forth in the construction drawings and construction specifications. Furnishing of such services will not make ENGINEER responsible for or give ENGINEER control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for any contractors' failure to perform the work in accordance with the Contract Documents. The duties and responsibilities of the RPR are limited to those of ENGINEER in the ENGINEER's Agreement with County and in the construction Contract Documents.
- B. Fees associated with this section shall be estimated based on the estimated amount of time per week, as designated in the scope of work, for the duration of each construction period, including completion of a report detailing the daily construction activities to be delivered to COUNTY as specified in the scope of work.

2.2.1 Task 2.2.1 involves the construction observation services for the Project as defined above. Due to the possibility of a large amount of concurrent work by the contractor, the estimate should be based on forty (40) hours/week. There are an estimated \_\_\_\_\_ (00) weeks of construction for this phase. The draft daily reports need to be sent to \_\_\_\_\_ (name) \_\_\_\_\_, by 10:00 AM MST the following work day.

**Time and Materials Fee (not to exceed) for Task 2.2.1: \$** \_\_\_\_\_

**2.3      *Geotechnical and Materials Testing***

- A. Coordinate the services of a geotechnical engineer contracted to \_\_\_\_\_ (name of company) to provide materials testing necessary to ensure contractors' compliance with PROJECT requirements and specifications during construction.

2.3.1 Task 2.3.1 involves the construction management geotechnical and materials testing services for the \_\_\_\_\_ (name of project phase) \_\_\_\_\_ phase as defined above. This task involves scheduling and coordinating with on-call geotechnical consultant that is not part of task 2.2.1.

**Time and Materials Fee (not to exceed) for Task 2.3.1: \$** \_\_\_\_\_

**2.4      *Surveying***

- A. Procure the services of a license surveyor to provide surveying services to verify as-built information at project closeout.

2.4.1 Task 2.4.1 involves the construction management surveying services for the project as defined above. As-built information is to be provided to \_\_\_\_\_ satisfaction and standards.

**Time and Materials Fee (not to exceed) for Task 2.4.1: \$** \_\_\_\_\_

**2.5      *Project Closeout***

- A. Verify contractors' final submittals are in conformance with the contract requirements, prepare record drawings from mark-ups of the work as constructed provided by the contractors and provide project certification. This work will be submitted to the PROJECT stakeholders, as required.

- B. Obtain letters of final acceptance from affected agencies and utility companies, as required.

2.5.1 Task 2.5.1 involves the construction management project closeout services for the project. The work for this Construction phase shall be submitted to the COUNTY.

**Time and Materials Fee (not to exceed) for Task 2.5.1: \$** \_\_\_\_\_

**2.6      *Expenses***

- A. Printing, mileage (paid at COUNTY's current rate), copies and any and all other similar costs, fees and expenses pursuant to this Agreement and the Contract Documents. Receipts must be provided with each monthly invoice.

2.6.1 Task 2.6.1 involves the construction management service expenses for this project defined above.

**Time and Materials Fee (not to exceed) for Task 2.6.1: \$** \_\_\_\_\_

**FEE SUMMARY**

Note: fees do not include New Mexico Gross Receipts Tax.

2.1.1	Administration	T&M NTE	\$ _____
2.2.1	Construction Observation, RPR	T&M NTE	\$ _____
2.3.1	Geotechnical and Materials Testing	T&M NTE	\$ _____
2.4.1	Project Closeout	T&M NTE	\$ _____
2.5.1	Expenses	T&M NTE	\$ _____
TOTAL			\$ _____

### **SECTION 3- COMPENSATION AND FEES**

- 3.1 Contractor shall provide all labor and materials to perform the scope of work described in this Contract for an amount not to exceed \$200,000.00 exclusive of New Mexico gross receipts tax (GRT). County shall pay applicable GRT.
- 3.2 Task fees for each construction phase of the PROJECT will be negotiated after final design of each phase of the PROJECT is completed and approved.
- 3.3 Fees for services performed under this Agreement shall be as shown on the attached Exhibit "A"- Fee Schedule. The Fee Schedule shall remain in effect for the entire term of this contract, including any extensions.
- 3.4 It is anticipated that the employee classifications of ENGINEER listed on Exhibit "A" will perform the work and that no other employee classifications of ENGINEER will provide these services.
- 3.5 The fees will be paid by Time and Materials basis for each task as noted in this Agreement. Tasks will be billed monthly by the actual number of hours spent by each employee on each task.
- 3.6 The fees in Exhibit "A" do not include New Mexico Gross Receipts Tax ("NMGRT"); however, the NMGRT will be added to the total fee for work performed in each invoice as a separate invoice item and will be paid to ENGINEER.
- 3.7 COUNTY will strive to pay ENGINEER for services rendered by within 30 days of receipt of an invoice. Invoices will show the personnel and number of hours worked for all unit price projects. Fees for Task Based Services must identify amounts for each specific task. COUNTY will make every effort to pay no later than thirty (30) days from the date of invoice.
- 3.8 Other Costs:
  - A. Mileage shall be paid at the COUNTY rate at the time of task authorization.
  - B. Reproduction costs for reports, other documents and drawings will be paid directly by COUNTY, unless otherwise specified. COUNTY will pre-approve the printing firm for this work.
  - C. County must pre-approve special services and/or third-party services in writing prior to commencement of these services. For all special services and third-party services billing, ENGINEER shall furnish payroll certifications or third-party invoices to substantiate all charges. For materials or work done by a third-party Agreement, COUNTY shall pay the ENGINEER

the sum equal to the Engineer's cost plus \_\_\_\_\_ percent (%). COUNTY will allow billing of additional administration time to manage invoicing and accounting.

- D. Inter-agency or governmental fees paid by ENGINEER and reimbursed by COUNTY are eligible for additional administration time per section 3.6.C.

#### **SECTION 4- PERFORMANCE**

- 4.1 ENGINEER hereby agrees that, upon the execution of this Agreement, he will enter upon the duties herein prescribed, will proceed with the work and will complete the work in accordance with standard engineering practice.

#### **SECTION 5- TERMINATION BY COUNTY**

- 5.1 It is agreed that this is a contract for professional services, and COUNTY may, at its option, terminate this Agreement in total or in part with no less than seven (7) days' written notice and without assigning any reason therefore. Then, and in that event, ENGINEER shall receive as compensation in full, for services performed to the date of such termination, any work under order at the agreed upon rates, unless termination is for cause, in which event the amount payable shall be determined by negotiation. In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

#### **SECTION 6- COUNTY RECORDS**

- 6.1 COUNTY will make available to ENGINEER for his or her use of all its maps, records, laboratory tests, or other data pertinent to the task(s) to be performed by ENGINEER pursuant to the Agreement and, if requested, maps, records or other materials available to COUNTY from any other public agency or body. ENGINEER may rely on any of the data provided to it by COUNTY.

#### **SECTION 7- OWNERSHIP OF PLANS AND DOCUMENTS**

- 7.1 All survey notes, tracings, plans, estimates, specifications, investigations and studies, calculations and descriptions, and maps prepared by ENGINEER, or furnished to ENGINEER by COUNTY, solely in the performance of this Agreement shall be delivered to and become the property of COUNTY. Delivery shall be in hard copy form and on computer disc and shall be made at the time of final payment under any request for services, whether by unscheduled or task-based requests. ENGINEER may, at his or her own expense, have copies made of any work products furnished to COUNTY under this Agreement.
- 7.2 COUNTY acknowledges that the ENGINEER's plans are instruments of professional services. COUNTY agrees that the ENGINEER shall not be liable for any damages, claims, and/or losses arising out of any reuse of the plans and specifications in other projects.

#### **SECTION 8- CHANGES**

- 8.1 At any time, the PARTIES may agree in writing to extend or modify the work and to revise the work accordingly.
- 8.2 Compensation to ENGINEER for his or her services in making such changes shall be in accordance with the fees set forth in Exhibit "A" and shall be due and payable according to Section 3.

## **SECTION 9- ASSIGNMENT**

9.1 This Agreement shall not be assignable, except at the written consent of the PARTIES hereto, and shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the PARTIES hereto.

## **SECTION 10- GENERAL PROVISIONS**

- 10.1 Before the Agreement is executed, ENGINEER shall provide proof of professional liability insurance in an amount of One Million Dollars (\$1,000,000.00) and general liability insurance in the amount of One Million Dollars (\$1,000,000.00). The COUNTY shall be made an additional insured on the general liability insurance policy and shall have the right prior to the execution of this Agreement to inspect and approve the Policy Endorsements to ensure the adequate protection of the COUNTY. Professional liability insurance shall be in effect starting at the execution of this Agreement and shall remain in effect for the term of the Agreement, including any extensions.
- 10.2 ENGINEER acknowledges that neither ENGINEER, ENGINEER's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under COUNTY's policy.
- 10.3 ENGINEER shall place his or her professional engineer's seal of endorsement, licensed in the State of New Mexico, (or professional surveyor, when appropriate) on all completed work products submitted to COUNTY, where required to do so by law.
- 10.4 Nothing herein shall be construed as creating the relations of employer and employee between the PARTIES hereto, and ENGINEER shall be deemed to be at all times an independent contractor.
- 10.5 ENGINEER shall indemnify and save harmless COUNTY from all liability from claims for damages arising out of the negligence of the ENGINEER in performing his or her duties under this contract. Each PARTY shall indemnify and hold harmless the other PARTY, its officers and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, the indemnifying PARTY's and/or its employees', agents', or subcontractors' own negligent and/or intentional wrongful acts, omissions or performance or failure to perform its obligations and duties under the terms and conditions of this Agreement. No PARTY is required to indemnify any other PARTY for the negligent or intentional acts, errors or omissions of the other PARTIES or their employees or agents. Each PARTY's indemnification obligations to the other PARTIES shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for each PARTY, pursuant to laws, regulations, or policies of insurance, provided, however, this save harmless and indemnification clause is subject to the immunities, provisions and limitations of the Tort Claims Act (Section 41-4-1 et seq., N.M.S.A. 1979 comp.) any amendments thereto.
- 10.6 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico.
- 10.7 All notices with respect to this Agreement shall be in writing and shall be delivered personally, via email, confirmed telefax, or sent postage prepaid by United State Mail, via certified mail, return receipt requested, to the addresses set forth below or other such addresses as hereafter specified in writing by one PARTY to the other:

Taos County:  
Joe Fernandez, Public Works Superintendent  
105 Albright St., Ste T

Engineer:  
Johnathan Pena, Operations Manager  
6501 Americas Pkwy, Ste 400

Taos, NM 87571  
 Phone: 575-776-4112  
 Email: joe.fernandez@tasocountynm.gov

Albuquerque, NM 87110  
 Phone: 505-830-8753  
 Email: jpena@whpacific.com

Notices shall be deemed received on the date of their actual receipt or refusal of service.

- 10.8 This agreement contains the entire Agreement between the PARTIES hereto, and all prior understandings, oral or written, by the PARTIES hereto with respect to this Agreement are hereby null and void. No variations, modifications, supplements, waivers or changes herein or hereof shall be binding upon any PARTY hereto unless set forth in a document duly executed by or on behalf of such PARTY.
- 10.9 Any legal proceeding arising out of the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico. ENGINEER hereby agrees that such court shall have jurisdiction over it and that venue shall be proper in such court.
- 10.10 If any provision of this Agreement, or the application thereof to a person or circumstance, shall be determined to be invalid or unenforceable to any extent, the remainder of the Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, and such provisions shall be enforced to the greatest extent permitted by law.
- 10.11 Each individual signing for each of the PARTIES hereunder warrants and represents that he/she is an authorized agent of such PARTY, on whose benefit he/she is executing this Agreement and is authorized to execute the same.
- 10.12 Each PARTY agrees to execute such other and further instruments and documents as may be necessary or proper in order to complete the transactions contemplated by this Agreement.
- 10.13 Neither PARTY shall be in default under this Agreement unless and until the non-defaulting PARTY provides written notice to the defaulting PARTY setting forth with specificity the nature of any non-compliance or breach of this Agreement and the defaulting PARTY fails to cure such non-compliance or breach with thirty (30) days after receipt of such notice (or such longer period as may be reasonably necessary so long as the defaulting PARTY commences to cure such non-compliance or breach within such thirty day period and thereafter diligently pursues such cure to completion). In the event of non-compliance for breach of this Agreement that is not cured within the foregoing cure periods, the non -defaulting PARTY shall have the right to seek any remedies the non-defaulting PARTY may have under law or in equity for such non-compliance or breach.
- 10.14 In any proceeding, dispute or controversy associated with or arising out of this Agreement or a claimed or actual breach thereof, the prevailing PARTY shall be entitled to reimbursement of its costs and reasonable attorney's fees.
- 10.15 An event of "Force Majeure" occurs when an event beyond the control of the PARTY claiming Force Majeure prevents such PARTY from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes, and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorizes, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of ENGINEER to perform the services shall be suspended for the duration of the event of Force Majeure. In such event, ENGINEER shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If services

are suspended for thirty (30) days or more, ENGINEER may, in its sole discretion, upon five (5) days prior written notice, terminate, in addition to the compensation and time extension set forth above, ENGINEER shall be compensated for all reasonable termination expenses.

- 10.16 COUNTY grants to ENGINEER right of entry for all property owned by COUNTY. It will be ENGINEER's responsibility to gain right of entry, if it so chooses, for all property not owned by COUNTY for ENGINEER, its employees, agents and subcontractors, upon the project site for the purpose of providing the services.

COUNTY will make reasonable efforts to assist ENGINEER in gaining such permission from other property owners. COUNTY recognizes that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite the use of reasonable care.

#### **SECTION 11- CONFLICT OF INTEREST, GOVERNMENTAL CONDUCT ACT, & NON-DISCRIMINATION**

- 11.1 ENGINEER warrants that ENGINEER presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with ENGINEER's performance of services under this contract. ENGINEER certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, public employee, or former public employee have been followed.
- 11.2 ENGINEER agrees that ENGINEER, ENGINEER's employees, independent contractors, agents and representatives shall comply with all federal, state, and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.

#### **SECTION 12- ILLEGAL ACTS**

- 12.1 Pursuant to Section 13-1-191, NMSA 1978 (as amended), it shall be unlawful for any ENGINEER to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities, and/or kickbacks are likewise hereby prohibited. ENGINEER warrants and represents that it has not engaged in and will not engage in such activity.

#### **SECTION 13- TERM**

- 13.01 This contract shall be effective from the date last signed by all parties through, 6/30/2025 unless Terminated earlier pursuant to its terms.

#### **SECTION 14- RENEWAL**

- 14.01 County shall have the right, but not obligation, to renew this Contract on the same terms and conditions, including compensation, as exist for the current term for a total of number of five (5) more renewals by providing Contractor with notice of renewal prior to the end of the current term or any subsequent term.

#### **SECTION 15- RELEASE**

- 15.01 ENGINEER agrees that upon final payment of the amount due under this contract, ENGINEER releases COUNTY from all liability, claims and/or obligations whatsoever arising from the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity.



**SECTION 16- AUTHORITY**

16.1 The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

**IN WITNESS WHEREOF**, the undersigned have caused this AGREEMENT to be executed as of the day and year set forth above.

**TAOS COUNTY****ENGINEER**


---

 Brent Jaramillo, County Manager

---

 Jonathan Pena, Operations Manager

---

 Date

---

 Date



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3172. To plan, design, construct, renovate, furnish and equip improvements, including roof replacement and accessibility compliance for the El Prado Community Center - Christopher Madrid, Deputy County Manager

---

[El Prado Comm center.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Christopher Madrid	<b>Presenters Title</b>	Deputy County Manager for Administration
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration as follows:

Grant Number: 24-I3172

Amount: \$100,000.00

Reversion Date: June 30, 2028

Purpose: to plan, design, construct, renovate, furnish and equip improvements, including roof replacement and accessibility compliance, at El Prado

Signature/Date of person picking up final documents:

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **TAOS COUNTY**, 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 2024, Chapter 66, Section 28, Paragraph 530**, 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:

**24-13172                      \$100,000.00                      APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 530, One Hundred Thousand (\$100,000.00), from the General Fund 93100 to plan, design, construct, renovate, furnish and equip improvements, including roof replacement and accessibility compliance, at El Prado community center in Taos county;

The Grantee's total reimbursements shall not exceed One Hundred Thousand \$100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Zero \$0.00, which equals One Hundred Thousand \$100,000.00 (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." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] 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 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 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 State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.
    - 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.

<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"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.

**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: TAOS COUNTY  
 Name: Bent Jaramillo  
 Title: County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: brent.jaramillo@taoscountynm.gov  
 Telephone: 575-737-6300

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: TAOS COUNTY  
 Name: Chris Madrid  
 Title: Deputy County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: christopher.madrid@taoscountynm.gov  
 Telephone: 575-737-6300

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

Department: DFA/Local Government Division  
 Name: Steve Lacy  
 Title: Program Manager  
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
 Email: stevenk.lacy@dfa.nm.gov  
 Telephone: 505-695-5602

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, 2028** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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 Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

### **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 provided by the Department. 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 are 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 execution 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 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. Twenty (20) days from date of Early Termination; or



iii. 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 Wage 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 IX, Section 14 of the Constitution of the State of New Mexico, the "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, repaired, 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 a 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 six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, 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 TAOS COUNTY may immediately terminate this Agreement by giving Contractor written notice of such termination. The TAOS COUNTY'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 TAOS COUNTY or the Department of

Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the TAOS COUNTY 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 termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TAOS COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TAOS COUNTY 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 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 the 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 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]

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

GRANTEE

Taos County  
Entity Name

Brent Jaramillo  
Signature of Official with Authority to Bind Grantee

By: Brent Jaramillo  
(Print Name)

Its: County Manager  
(Title)

6/27/24  
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

DocuSigned by:  
Jeannette Gallegos  
By: 020E740B753A4C1

Its: Cabinet Secretary or Designee

7/25/2024  
Date

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

**I. Grantee Information**

(Make sure information is complete &amp; accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite if applicable)
- \_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H. Final Request for Payment (if Applicable) \_\_\_\_\_

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Grantee Fiscal Officer  
or Fiscal Agent (if applicable)**

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee #** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TO:** Department Representative: \_\_\_\_\_, \_\_\_\_\_

**FROM:** Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3176. To plan, design, construct, renovate, equip and furnish the Historic County Courthouse - Christopher Madrid, Deputy County Manager

---

[Historic Courthouse grant.pdf](#)



# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Christopher Madrid	<b>Presenters Title</b>	Deputy County Manager for Administration
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration as follows:

Grant Number: 24-I3176

Amount: \$5,370,505.00

Reversion Date: June 30, 2028

Purpose: to plan, design, construct, renovate, equip and furnish the historic county courthouse

Signature/Date of person picking up final documents:

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and TAOS COUNTY, 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 2024, Chapter 66, Section 28, Paragraph 534**, 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:

**24-13176                      \$5,370,505.00                      APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 534, Five Million Three Hundred Seventy Thousand Five Hundred Five (\$5,370,505.00), from the General Fund 93100 to plan, design, construct, renovate, equip and furnish the historic county courthouse in Taos in Taos county;

The Grantee's total reimbursements shall not exceed Five Million Three Hundred Seventy Thousand Five Hundred Five \$5,370,505.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Fifty-three Thousand Seven Hundred Five \$53,705.00, which equals Five Million Three Hundred Sixteen Thousand Eight Hundred \$5,316,800.00 (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." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] 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 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 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 State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.
    - 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.

<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"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.

**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: TAOS COUNTY  
 Name: Bent Jaramillo  
 Title: County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: brent.jaramillo@taoscountynm.gov  
 Telephone: 575-737-6300

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: TAOS COUNTY  
 Name: Chris Madrid  
 Title: Deputy County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: christopher.madrid@taoscountynm.gov  
 Telephone: 575-737-6300

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

Department: DFA/Local Government Division  
 Name: Steve Lacy  
 Title: Program Manager  
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
 Email: stevenk.lacy@dfa.nm.gov  
 Telephone: 505-695-5602

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, 2028** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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 Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

**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 provided by the Department. 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 are 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 execution 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 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. Twenty (20) days from date of Early Termination; or

iii. 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 Wage 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 IX, Section 14 of the Constitution of the State of New Mexico, the "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, repaired, 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 a 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 six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, 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 **TAOS COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **TAOS COUNTY**'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 **TAOS COUNTY** or the Department of



Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the TAOS COUNTY 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 termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TAOS COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TAOS COUNTY 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 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 the 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 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]

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

GRANTEE

Taos County  
Entity Name

Brent Jaramillo  
Signature of Official with Authority to Bind Grantee

By: Brent Jaramillo  
(Print Name)

Its: County Manager  
(Title)

6/27/24  
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION

LOCAL GOVERNMENT DIVISION

Jeanette Gallegos  
By: 020E740B753A4C1...

Its: Cabinet Secretary or Designee

7/25/2024  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)
- City, State, Zip \_\_\_\_\_
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H. Final Request for Payment (if Applicable) \_\_\_\_\_

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Grantee Fiscal Officer  
or Fiscal Agent (if applicable)**

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee #** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TO:** Department Representative: \_\_\_\_\_, \_\_\_\_\_

**FROM:** Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3168. To conduct a feasibility study for constructing an animal shelter - Christopher Madrid, Deputy County Manager

---

[Animal shelter grant.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Christopher Madrid	<b>Presenters Title</b>	Deputy County Manager for Administration
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration as follows:

Grant Number: 24-I3168

Amount: \$75,000.00

Reversion Date: June 30, 2028

Purpose: to conduct a feasibility study for constructing an animal shelter

Signature/Date of person picking up final documents:

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **TAOS COUNTY**, 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 2024, Chapter 66, Section 28, Paragraph 526**, 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:

**24-13168                      \$75,000.00                      APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 526, Seventy-five Thousand (\$75,000.00), from the General Fund 93100 to conduct a feasibility study for constructing an animal shelter in Taos county;

The Grantee's total reimbursements shall not exceed Seventy-five Thousand \$75,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Zero \$0.00, which equals Seventy-five Thousand \$75,000.00 (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." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] 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 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 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 State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.
    - 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.

<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"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.

**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: TAOS COUNTY  
 Name: Bent Jaramillo  
 Title: County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: brent.jaramillo@taoscountynm.gov  
 Telephone: 575-737-6300

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: TAOS COUNTY  
 Name: Chris Madrid  
 Title: Deputy County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: christopher.madrid@taoscountynm.gov  
 Telephone: 575-737-6300

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

Department: DFA/Local Government Division  
 Name: Steve Lacy  
 Title: Program Manager  
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
 Email: stevenk.lacy@dfa.nm.gov  
 Telephone: 505-695-5602

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, 2028** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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 Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

### **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 provided by the Department. 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 are 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 execution 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 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. Twenty (20) days from date of Early Termination; or

iii. 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 Wage 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 IX, Section 14 of the Constitution of the State of New Mexico, the "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, repaired, 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 a 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 six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, 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 TAOS COUNTY may immediately terminate this Agreement by giving Contractor written notice of such termination. The TAOS COUNTY'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 TAOS COUNTY or the Department of

Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the TAOS COUNTY 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 termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TAOS COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TAOS COUNTY 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 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 the 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 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]



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

GRANTEE

Taos County  
Entity Name

Brent Jaramillo  
Signature of Official with Authority to Bind Grantee

By: Brent Jaramillo  
(Print Name)

Its: County Manager  
(Title)

6/27/24  
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

DocuSigned by:  
Jeannette Gallegos  
By: 020E740B753A4C1...

Its: Cabinet Secretary or Designee

7/25/2024  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
 (Complete Mailing, including Suite, if appl cable)  
 \_\_\_\_\_  
 City, State, Zip  
 C. Contact Name/Phone #: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_  
 B. Grant Amount: \_\_\_\_\_  
 C. AIPP Amount (If Applicable) : \_\_\_\_\_  
 D. Funds Requested to Date: \_\_\_\_\_  
 E. Amount Requested this Payment: \_\_\_\_\_  
 F. Reversion Amount (If Applicable) : \_\_\_\_\_  
 G. Grant Balance: \_\_\_\_\_  
 H. Final Request for Payment (if Applicable ) \_\_\_\_\_

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Grantee Fiscal Officer  
or Fiscal Agent (if applicable )**

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
 Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name

Date: \_\_\_\_\_

**(State Agency Use Only)**

**Vendor Code:** \_\_\_\_\_ **Fund No.:** \_\_\_\_\_ **PO #** \_\_\_\_\_ **Loc No.:** \_\_\_\_\_

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

\_\_\_\_\_  
 Division Fiscal Officer Date

\_\_\_\_\_  
 Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee # \_\_\_\_\_**

**DATE:** \_\_\_\_\_

**TO:** Department Representative: \_\_\_\_\_, \_\_\_\_\_

**FROM:** Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3166. To plan, design and construct parking lot paving at the Llano Quemado Community Center - Christopher Madrid, Deputy County Manager

---

[Llano Q comm center.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Christopher Madrid	<b>Presenters Title</b>	Deputy County Manager for Administration
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration as follows:

Grant Number: 24-I3166

Amount: \$100,000.00

Reversion Date: June 30, 2028

Purpose: to plan, design and construct parking lot paving at the Llano Quemado community center

Signature/Date of person picking up final documents:

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **TAOS COUNTY**, 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 2024, Chapter 66, Section 28, Paragraph 524**, 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:

**24-13166                      \$100,000.00                      APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 524, One Hundred Thousand (\$100,000.00), from the General Fund 93100 to plan, design and construct parking lot paving at the Llano Quemado community center in Taos county;

The Grantee's total reimbursements shall not exceed One Hundred Thousand \$100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Zero \$0.00, which equals One Hundred Thousand \$100,000.00 (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." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] 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 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 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 State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.
  - 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.

<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"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.

**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: TAOS COUNTY  
 Name: Bent Jaramillo  
 Title: County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: brent.jaramillo@taoscountynm.gov  
 Telephone: 575-737-6300

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: TAOS COUNTY  
 Name: Chris Madrid  
 Title: Deputy County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: christopher.madrid@taoscountynm.gov  
 Telephone: 575-737-6300

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

Department: DFA/Local Government Division  
 Name: Steve Lacy  
 Title: Program Manager  
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
 Email: stevenk.lacy@dfa.nm.gov  
 Telephone: 505-695-5602

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, 2028** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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 Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

**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 provided by the Department. 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 are 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 execution 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 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. Twenty (20) days from date of Early Termination; or

iii. 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 Wage 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 IX, Section 14 of the Constitution of the State of New Mexico, the "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, repaired, 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 a 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 six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, 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 **TAOS COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **TAOS COUNTY**'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 **TAOS COUNTY** or the Department of

Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the TAOS COUNTY 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 termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TAOS COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TAOS COUNTY 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 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 the 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 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]

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

GRANTEE

Taos County  
Entity Name

Brent Jaramillo  
Signature of Official with Authority to Bind Grantee

By: Brent Jaramillo  
(Print Name)

Its: County Manager  
(Title)

6/27/24  
Date

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

DocuSigned by:  
Jeannette Gallegos  
By: 020E740B753A4C1...

Its: Cabinet Secretary or Designee

7/25/2024  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

A. Grantee: \_\_\_\_\_  
 B. Address: \_\_\_\_\_  
 (Complete Mailing, including Suite, if applicable)  
 \_\_\_\_\_  
 City, State, Zip  
 C. Contact Name/Phone #: \_\_\_\_\_  
 D. Grant No: \_\_\_\_\_  
 E. Project Title: \_\_\_\_\_  
 F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

A. Payment Request No. \_\_\_\_\_  
 B. Grant Amount: \_\_\_\_\_  
 C. AIPP Amount (If Applicable): \_\_\_\_\_  
 D. Funds Requested to Date: \_\_\_\_\_  
 E. Amount Requested this Payment: \_\_\_\_\_  
 F. Reversion Amount (If Applicable): \_\_\_\_\_  
 G. Grant Balance: \_\_\_\_\_  
 H. Final Request for Payment (if Applicable) \_\_\_\_\_

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Grantee Fiscal Officer  
 or Fiscal Agent (if applicable)**

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
 Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
 Printed Name

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
 Division Fiscal Officer

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Division Project Manager

\_\_\_\_\_  
 Date



**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee #** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**TO:** Department Representative: \_\_\_\_\_, \_\_\_\_\_

**FROM:** Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3169. To purchase and equip patrol vehicles for the Sheriff's Office - Christopher Madrid, Deputy County Manager

---

[Sheriff office grant.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Christopher Madrid	<b>Presenters Title</b>	Deputy County Manager for Administration
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration as follows:

Grant Number: 24-13169

Amount: \$171,238.00

Reversion Date: June 30, 2026

Purpose: to purchase and equip patrol vehicles for the sheriff's office

Signature/Date of person picking up final documents:

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **TAOS COUNTY**, 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 2024, Chapter 66, Section 28, Paragraph 527**, 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:

**24-13169                      \$171,238.00                      APPROPRIATION REVERSION DATE: June 30, 2026**

Laws of 2024, Chapter 66, Section 28, Paragraph 527, One Hundred Seventy-one Thousand Two Hundred Thirty-eight (\$171,238.00), from the General Fund 93100 to purchase and equip patrol vehicles for the sheriff's office in Taos county;

The Grantee's total reimbursements shall not exceed One Hundred Seventy-one Thousand Two Hundred Thirty-eight \$171,238.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Zero \$0.00, which equals One Hundred Seventy-one Thousand Two Hundred Thirty-eight \$171,238.00 (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." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] 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 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 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 State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.
  - 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.

<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"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.

**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: TAOS COUNTY  
 Name: Bent Jaramillo  
 Title: County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: brent.jaramillo@taoscountynm.gov  
 Telephone: 575-737-6300

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: TAOS COUNTY  
 Name: Chris Madrid  
 Title: Deputy County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: christopher.madrid@taoscountynm.gov  
 Telephone: 575-737-6300

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

Department: DFA/Local Government Division  
 Name: Steve Lacy  
 Title: Program Manager  
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
 Email: stevenk.lacy@dfa.nm.gov  
 Telephone: 505-695-5602

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, 2026** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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 Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

**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 provided by the Department. 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 are 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 execution 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 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. Twenty (20) days from date of Early Termination; or



iii. 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 Wage 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 IX, Section 14 of the Constitution of the State of New Mexico, the "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, repaired, 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 a 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 six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, 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 **TAOS COUNTY** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **TAOS COUNTY**'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 **TAOS COUNTY** or the Department of

Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the TAOS COUNTY 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 termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TAOS COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TAOS COUNTY 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 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 the 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 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]

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

**GRANTEE**

Taos County  
Entity Name

Brent Jaramillo  
Signature of Official With Authority to Bind Grantee

By: Brent Jaramillo  
(Print Name)

Its: County Manager  
(Title)

6/27/24  
Date

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

DocuSigned by:  
Jeannette Gallegos  
By: 020E740B753A4C1...

Its: Cabinet Secretary or Designee

7/25/2024  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)
- City, State, Zip \_\_\_\_\_
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H. Final Request for Payment (if Applicable) \_\_\_\_\_

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Grantee Fiscal Officer  
or Fiscal Agent (if applicable)**

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer Date

\_\_\_\_\_  
Division Project Manager Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee # \_\_\_\_\_**

**DATE:** \_\_\_\_\_

**TO:** Department Representative: \_\_\_\_\_, \_\_\_\_\_

**FROM:** Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration Grant #24-I3170. To acquire land for and to plan, design, construct, renovate, purchase, furnish and equip the Talpa Community Center, including a parking area, a storage unit and automatic gates - Christopher Madrid, Deputy County Manager

---

[Talpa Comm Center grant.pdf](#)



# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Christopher Madrid	<b>Presenters Title</b>	Deputy County Manager for Administration
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of a Capital Appropriation grant from New Mexico Department of Finance and Administration as follows:

Grant Number: 24-I3170

Amount: \$100,000.00

Reversion Date: June 30, 2028

Purpose: to acquire land for and to plan, design, construct, renovate, purchase, furnish and equip the Talpa community center, including a parking area, a storage unit and automatic gates

Signature/Date of person picking up final documents:

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
GENERAL FUND 93100 CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into as of the date it is executed, by and between the Department of Finance and Administration, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and **TAOS COUNTY**, 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 2024, Chapter 66, Section 28, Paragraph 528**, 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:

**24-13170                      \$100,000.00                      APPROPRIATION REVERSION DATE: June 30, 2028**

Laws of 2024, Chapter 66, Section 28, Paragraph 528, One Hundred Thousand (\$100,000.00), from the General Fund 93100 to acquire land for and to plan, design, construct, renovate, purchase, furnish and equip the Talpa community center, including a parking area, a storage unit and automatic gates, in Taos county;

The Grantee's total reimbursements shall not exceed One Hundred Thousand \$100,000.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>1</sup>, if applicable, Zero \$0.00, which equals One Hundred Thousand \$100,000.00 (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." [Optional Language if special conditions apply. Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict.] 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 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 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 State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and
- vi. The Grantee shall request approval of its obligation(s) by submitting a Notice of Obligation form as provided by the Department. 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.
    - 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.

<sup>1</sup>The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

<sup>2</sup>"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.

**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: TAOS COUNTY  
 Name: Bent Jaramillo  
 Title: County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: brent.jaramillo@taoscountynm.gov  
 Telephone: 575-737-6300

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: TAOS COUNTY  
 Name: Chris Madrid  
 Title: Deputy County Manager  
 Address: 105 Albright St, Taos, NM 87571  
 Email: christopher.madrid@taoscountynm.gov  
 Telephone: 575-737-6300

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

Department: DFA/Local Government Division  
 Name: Steve Lacy  
 Title: Program Manager  
 Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501  
 Email: stevenk.lacy@dfa.nm.gov  
 Telephone: 505-695-5602

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, 2028** 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 quarterly 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. Additionally, the Grantee shall certify on the Request for Payment form 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 Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports are due on the last day of each quarter. Quarter end reporting periods are September 30th, December 31st, March 31st, and June 30th.

### **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 provided by the Department. 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 are 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 execution 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 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. Twenty (20) days from date of Early Termination; or

iii. 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 Wage 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 IX, Section 14 of the Constitution of the State of New Mexico, the "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, repaired, 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 a 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 six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.
- C. The Grantee shall make all Project records available to the Department, 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 TAOS COUNTY may immediately terminate this Agreement by giving Contractor written notice of such termination. The TAOS COUNTY'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 TAOS COUNTY or the Department of



Finance and Administration, Local Government Division (DFA/LGD) or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the TAOS COUNTY 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 termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

"This contract is funded in whole or in part by funds made available under a DFA/LGD Grant Agreement. Should the DFA/LGD early terminate the grant agreement, the TAOS COUNTY may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the TAOS COUNTY 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 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 the 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 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]

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

GRANTEE

Taos County  
Entity Name

Brent Jaramillo  
Signature of Official with Authority to Bind Grantee

By: Brent Jaramillo  
(Print Name)

Its: County Manager  
(Title)

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION  
LOCAL GOVERNMENT DIVISION

DocuSigned by:  
Jeannette Gallegos  
By: 020E740B753A4C1...

Its: Cabinet Secretary or Designee

7/25/2024

Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing including Suite if applicable)
- City, State, Zip \_\_\_\_\_
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H. Final Request for Payment (if Applicable) \_\_\_\_\_

**III. Fiscal Year :** \_\_\_\_\_

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

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

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

\_\_\_\_\_  
**Grantee Fiscal Officer  
or Fiscal Agent (if applicable)**

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

**Notice of Obligation to Reimburse Grantee # \_\_\_\_\_**

**DATE:** \_\_\_\_\_

**TO:** Department Representative: \_\_\_\_\_, \_\_\_\_\_

**FROM:** Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

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

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding the acceptance of a Housing and Urban Development (HUD) Federal Grant Award B-22-CP-NM-0620 to construct and install ADA bathrooms, ADA ramp, and HVAC Systems for the Historic County Courthouse construction project - Christopher Madrid, Deputy County Manager

---

[HUD County Courthouse.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Christopher Madrid	<b>Presenters Title</b>	Deputy County Manager for Administration
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of Housing and Urban Development (HUD) Federal Grant Award B-22-CP-NM-0620 for \$1,263,973 to include funding to construct and install ADA bathrooms, an ADA ramp, and HVAC Systems for the Historic County Courthouse construction project.

Signature/Date of person picking up final documents:

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

**Grantee Name:** Taos County

**Grantee Address:** 105 Albright Street, Suite I Taos, NM 87571

**Grantee's Unique Entity Identifier (UEI):** CLT5DAH83KN8

**Grantee's Employer Identification Number (EIN)** 85-6000255

**Federal Award Identification Number (FAIN)** B-22-CP-NM-0620

**Assistance Listing Number and Name** 14.251 Economic Development Initiative,  
Community Project Funding, and Miscellaneous Grants

**Period of Performance/Budget Period Start Date** Date of grant obligation

**Period of Performance/Budget Period End Date** August 31, 2030

This Grant Agreement between the Department of Housing and Urban Development (HUD) and Taos County (the Grantee) is made pursuant to the authority of the Consolidated Appropriations Act, 2022 (Public Law 117-103); and the Explanatory Statement for Division L of that Act, which was printed in the House section of the Congressional Record on March 9, 2022 (Explanatory Statement); and superseding provisions of the Consolidated Appropriations Act, 2023 (Public Law 117-328).

In reliance upon and in consideration of the mutual representations and obligations under this Grant Agreement, HUD and the Grantee agree as follows:

**ARTICLE I. Definitions**

The definitions at 2 CFR 200.1 apply to this Grant Agreement, except where this Grant Agreement specifically states otherwise.

Budget period is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

Period of Performance is defined in 2 CFR 200.1 and begins and ends on the dates specified above for the Period of Performance/Budget Period Start Date and Period of Performance/Budget Period End Date.

**ARTICLE II. Total Grant Amount**

Subject to the provisions of the Grant Agreement, HUD will make grant funds in the amount of \$1,263,973 available to the Grantee.

**ARTICLE III. Award-Specific Requirements**

A. Federal Award Description. The Grantee must use the Federal funds provided under this Grant Agreement (Grant Funds) to carry out the Grantee's "Project." Unless changed in accordance with Article III, section C of this Grant Agreement, the Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved Project Narrative as Appendix 1 to the Grant Agreement on the date that HUD signs this Grant Agreement.



**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

**B. Approved Budget.** The Grantee must use the Grant Funds as provided by the Approved Budget. Unless changed in accordance with Article III, section C of this Grant Agreement, the Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. For reference, HUD will attach this approved line-item budget as Appendix 2 to this Grant Agreement on the date that HUD signs this Grant Agreement.

**C. Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Grant Agreement. To request HUD's approval for a change in the Project or Approved Budget, the Grantee must submit a formal letter to the Director of HUD's Office of Economic Development - Congressional Grants Division through the assigned Grant Officer. The letter must be submitted by email to the assigned Grant Officer and must provide justification for the change. The email submitting the letter must also include a revised project narrative or revised line-item budget, as applicable, that includes the requested change. The Grantee is prohibited from making project or budget changes that would conflict with the Applicable Appropriations Act Conditions described in Article III, section D of this Grant Agreement. The assigned Grant Officer for this grant is provided in the Award Letter for this grant and found on HUD's website. The HUD Office of Economic Development – Congressional Grants Division will notify the Grantee in writing, by email, whether HUD approves or disapproves the change. Before the Grantee expends Grant Funds in accordance with any change approved by HUD or otherwise allowed by 2 CFR 200.308, the Grantee must update its grant information in Disaster Recovery Grant Reporting (DRGR) to reflect that change.

**D. Applicable Appropriations Act Conditions.** The conditions that apply to the Grant Funds as provided by the Consolidated Appropriations Act, 2022, the Explanatory Statement, and the Consolidated Appropriations Act, 2023 are hereby incorporated and made part of this Grant Agreement. In the event of a conflict between those conditions, the conditions provided by the later Act will govern. The Grant Funds are not subject to the Community Development Block Grants regulations at 24 CFR part 570 or Title I of the Housing and Community Development Act of 1974.

**E.** In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. As authorized under 2 CFR 200.307(e)(2), program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. In accordance with 2 CFR 200.307(b), costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the grant. Any program income that cannot be expended on allowable costs under this Grant Agreement must be paid to HUD before closeout of the grant, unless otherwise specified by an applicable Federal statute.

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

F. The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee's indirect cost rate information is as provided in Appendix 3 to this Grant Agreement. Unless the Grantee is an Institution of Higher Education, the Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate during the Period of Performance, so that HUD can amend the Grant Agreement to reflect the change if necessary. Consistent with 2 CFR part 200, Appendix III (C.7), if the Grantee is an Institution of Higher Education and has a negotiated rate in effect on the date this Grant Agreement is signed by HUD, the Grantee may use only that rate for its indirect costs during the Period of Performance.

G. The Grantee must comply with any specific award conditions that HUD may attach to this Grant Agreement as provided by 2 CFR 200.208. If applicable, these conditions will be listed or added as Appendix 5 to this Grant Agreement.

H. The Grantee is responsible for managing the Project and ensuring the proper use of the Grant Funds. The Grantee is also responsible for ensuring the completion of the Project, the grant closeout, and compliance with all applicable federal requirements. The Grantee may subaward all or a portion of its funds to one or more subrecipients, as identified in the Project Narrative (Appendix 1) or as may be approved by HUD in accordance with 2 CFR 200.308. All subawards made with funding under this Grant Agreement are subject to the subaward requirements under 2 CFR art 200, including 2 CFR 200.332, and other requirements provided by this Grant Agreement. The Grantee is responsible for ensuring each subrecipient complies with all requirements under this Grant Agreement, including the general federal requirements in Article IV. A subaward may be made to a for-profit entity only if HUD expressly approves that subaward, and the for-profit entity is made subject to the same Federal requirements that apply to all other subrecipients, including the requirements 2 CFR part 200 provides for a "non-Federal entity" that receives a subaward.

#### **ARTICLE IV. General Federal Requirements**

A. If the Grantee is a unit of general local government, a State, an Indian Tribe, or an Alaskan Native Village, the Grantee is the Responsible Entity (as defined in 24 CFR part 58) and agrees to assume all of the responsibilities for environmental review and decision-making and action, as specified and required in regulations issued by the Secretary pursuant to section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994 and published in 24 CFR art 58.

B. If the Grantee is a housing authority, redevelopment agency, academic institution, hospital or other non-profit organization, the Grantee shall request the unit of general local government, Indian Tribe or Alaskan Native Village, within which the Project is located and which exercises land use responsibility, to act as Responsible Entity and assume all of the responsibilities for environmental review and decision-making and action as specified in paragraph A above, and the Grantee shall carry out all of the responsibilities of a grantee under 24 CFR art 58.

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

C. After Grantee's receipt of the Letter of Invitation for this grant, neither the Grantee nor any of its contractors, subrecipients and other funding and development partners may undertake, or commit or expend Grant Funds or local funds for, project activities (other than for planning, management, development and administration activities), unless a contract requiring those activities was already executed prior to the Letter of Invitation, until one of the following occurs: (i) the Responsible Entity has completed the environmental review procedures required by 24 CFR part 58, and HUD has approved the environmental certification and given a release of funds; (ii) the Responsible Entity has determined and documented in its environmental review record that the activities are exempt under 24 CFR 58.34 or are categorically excluded and not subject to compliance with environmental laws under 24 CFR 58.35(b); or (iii) HUD has performed an environmental review under 24 CFR part 50 and has notified Grantee in writing of environmental approval of the activities.

D. Following completion of the environmental review process, the Grantee (recipient) shall exercise oversight, monitoring, and enforcement as necessary to assure that decisions and mitigation measures adopted through the environmental review process are carried out during project development and implementation.

E. The Grantee must comply with the generally applicable HUD and CPD requirements in 24 CFR part 5, subpart A, including all applicable fair housing, and civil rights requirements. If the Grantee is a Tribe or a Tribally Designated Housing Entity (TDHE) as established under 24 CFR 1000.206, the Grantee must comply with the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a). The Grantee must report data on the race, color, religion, sex, national origin, age, disability, and family characteristics of persons and households who are applicants for, participants in, or beneficiaries or potential beneficiaries of the Grantee's Project, consistent with the instructions and forms provided by HUD in order to carry out its responsibilities under the Fair Housing Act, Executive Order 11063, Title VI of the Civil Rights Act of 1964, and Section 562 of the Housing and Community Development Act of 1987 (e.g. HUD-27061).

F. The Grantee must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR part 200, as may be amended from time to time. If 2 CFR part 200 is amended to replace or renumber sections of part 200 that are cited specifically in this Grant Agreement, the part 200 requirements as renumbered or replaced by the amendments will govern the obligations of HUD and the Grantee after those amendment become effective.

G. The Grantee must comply with the Award Term in Appendix A to 2 CFR part 25 ("System for Award Management and Universal Identifier Requirements") and the Award Term in Appendix A to 2 CFR part 170 ("Reporting Subawards and Executive Compensation"), which are hereby incorporated into and made part of this Grant Agreement.

H. If the Total Grant Amount, as provided in Article II of this Grant Agreement, is greater than \$500,000, the Grantee must comply with the Award Term and Condition for Grantee Integrity and Performance Matters in Appendix 4 to this Grant Agreement.

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

I. Unless the Grantee is exempt from the Byrd Amendment as explained below, the Grantee must comply with the provisions of Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR part 87, which prohibit recipients of Federal contracts, grants, or loans from using appropriated funds for lobbying the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement. The Grantee must include in its award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), the requirements for the certification required by Appendix A to 24 CFR part 87 and for disclosure using Standard Form- LLL (SF-LLL), "Disclosure of Lobbying Activities." In addition, the Grantee must obtain the executed certification required by Appendix A and an SF-LLL from all covered persons. "Person" is as defined by 24 CFR part 87. Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage of the Byrd Amendment. State-recognized Indian tribes and TDHEs established only under state law must comply with this requirement.

J. The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

K. The Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance

L. If Grant Funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, you must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead-based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead-based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

M. The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grants made to Tribes and TDHEs are subject to Indian Preference requirements in Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)). As stated in 24 CFR 75.3(c), grants to Tribes and TDHEs are subject to Indian Preference requirements in lieu of Section 3. Grantees that are not exempt from Section 3 must submit annual reports of Section 3

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

accomplishment Performance Measures in DRGR in January of the calendar year. This report reflects Section 3 accomplishments for the previous calendar year.

N. The Grantee must not use any Grant Funds to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

O. The Grantee must not use any Grant Funds to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

P. The Grantee must administer its Grant Funds in accordance with the Conflict of Interest requirements set forth in Appendix 6 of this Grant Agreement.

Q. The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

R. The Grantee must comply with the award term and condition regarding trafficking in persons in Appendix 7 of this Grant Agreement.

S. The assurances and certifications the Grantee has made and submitted to HUD are incorporated by this reference and made part of this Grant Agreement.

#### **ARTICLE V. Drawdown Requirements**

A. The Grantee may not draw down Grant Funds until HUD has received and approved any certifications and disclosures required by 24 CFR 87.100 concerning lobbying, if applicable.

B. The Grantee must use HUD's Disaster Recovery Grant Reporting (DRGR) system to draw down Grant Funds and report to HUD on activities.

C. The Grantee must enter activity and budget information in DRGR that is consistent with the Project and Approved Budget as described in Article III, sections A and B of this Grant Agreement and complies with HUD's instructions for entering information in DRGR found in

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

the document titled "Grant Award Instructions" that accompanies the Grant Agreement. The Grantee must only enter activities in DRGR that are described in the Approved Budget.

D. The Grantee must expend all Grant Funds in accordance with the activity and budget information in DRGR.

E. Each drawdown of Grant Funds constitutes a representation by the Grantee that the funds will be used in accordance with this Grant Agreement.

F. The Grantee must use DRGR to track the use of program income and must report the receipt and use of program income in the reports the Grantee submits to HUD under Article VI of this Grant Agreement. The Grantee must expend program income before drawing down Grant Funds through DRGR.

G. Notwithstanding any other provision of this grant agreement, HUD will not be responsible for payment of any Grant Funds after the date Treasury closes the account in accordance with 31 U.S.C. § 1552. Because Treasury may close the account up to one week before the September 30 date specified by 31 U.S.C. § 1552, the grantee is advised to make its final request for payment under the grant no later than September 15, 2030.

## **ARTICLE VI. Program-Specific Reporting Requirements**

In addition to the general reporting requirements that apply under other provisions of this Agreement, the following program-specific reporting requirements apply to the Grantee:

A. The Grantee must submit a performance report in DRGR on a semi-annual basis and must include a completed Federal financial report as an attachment to each performance report in DRGR. Performance reports shall consist of a narrative of work accomplished during the reporting period. During the Period of Performance, the Grantee must submit these reports in DRGR no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD.

B. The performance report must contain the information required for reporting program performance under 2 CFR 200.329(c)(2) and (d), including a comparison of actual accomplishments to the objectives of the Project as described in Article III, section A of this Grant Agreement; the reasons why established goals were not met, if appropriate; and additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

C. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>).

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

D. The performance and financial reports will undergo review and approval by HUD. If a report submission is insufficient, HUD will reject the report in DRGR and identify the corrections the Grantee must make.

E. No drawdown of funds will be allowed through DRGR while the Grantee has an overdue performance or financial report.

F. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311(c), 200.313(e), and 200.314(a).

#### **ARTICLE VII. Project Closeout**

A. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement.

B. The Grantee must submit to HUD a written request to closeout the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in Article III, section A of this Grant Agreement. HUD will then send the Closeout Agreement and Closeout Certification to the Grantee.

C. At HUD's option, the Grantee may delay initiation of project closeout until the resolution of any findings as a result of the review of semi-annual activity reports in DRGR. If HUD exercises this option, the Grantee must promptly resolve the findings.

D. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on-site inspection of property acquired or improved with Grant Funds. E. No

1. A Certification of Project Completion.
2. A Grant Closeout Agreement.
3. A final financial report giving the amount and types of project costs charged to the grant (that meet the allowability and allocability requirements of 2 CFR part 200, subpart E); a certification of the costs; and the amounts and sources of other project funds.

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

4. A final performance report providing a comparison of actual accomplishments with the objectives of the Project as described in Article III, section A of this Grant Agreement, the reasons for slippage if established objectives were not met and additional pertinent information including explanation of significant cost overruns.
5. A final property report, if specifically requested by HUD at the time of closeout.

**ARTICLE VIII. Default**

A default under this Grant Agreement shall consist of any use of Grant Funds for a purpose other than as authorized by this Grant Agreement, any noncompliance with statutory, regulatory, or other requirements applicable to the Grant Funds, any other material breach of this Grant Agreement, or any material misrepresentation in the Grantee's submissions to HUD in anticipation of this award. If the Grantee fails to comply with the terms and conditions of the Grant Agreement, HUD may adjust specific conditions of this Grant Agreement as described in 2 CFR part 200, as may be amended from time to time. If HUD determines that noncompliance cannot be remedied by imposing additional conditions, HUD may take one or more of the remedies for noncompliance described in 2 CFR part 200, as may be amended from time to time. HUD may also terminate all or a part of this award as provided by 2 CFR 200.340 and other applicable provisions of 2 CFR part 200, as may be amended from time to time. Nothing in this Grant Agreement shall be construed as creating or justifying any claim against the Federal government or the Grantee by any third party.



**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

**ARTICLE IX. HUD Contact Information**

Except where this Grant Agreement specifically states otherwise, all requests, submissions, and reports the Grantee is required to make to HUD under this Grant Agreement must be made in writing via email to CPFGGrants@hud.gov.

**This agreement is hereby executed on behalf of the Grantee and HUD as follows:**

**GRANTEE**

\_\_\_\_\_  
(Name of Organization)

BY: \_\_\_\_\_

(Signature of Authorized Official)

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

**HUD**

BY: \_\_\_\_\_

Robin J. Keegan,  
Deputy Assistant Secretary for Economic Development

\_\_\_\_\_  
(Date)

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

**APPENDIX 1 – Project Narrative**

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

**APPENDIX 2 – Approved Budget**

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

**APPENDIX 3 – Grantee's Indirect Cost Rate Information**

Subject to the applicable requirements in 2 CFR part 200 (including its appendices), the Grantee will use an indirect cost rate as represented by the Grantee below:

- ? The Grantee will not use an indirect cost rate to charge its indirect costs to the grant.
- ? The Grantee will use the indirect cost rate(s) identified in the table below to charge its indirect costs to the grant.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base
_____	_____ %	_____
_____	_____ %	_____

[PLEASE NOTE: The grantee must check one of the two boxes above. If the second box is checked, the corresponding table must be filled out as described below.

The table must include each indirect cost rate that will be used to calculate the Grantee's indirect costs under the grant. The table must also specify the type of direct cost base to which each included rate applies (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rate information for subrecipients.

For government entities, enter each agency or department that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR 200.414), and the type of direct cost base to which the rate will be applied.

For nonprofit organizations that use the Simplified Allocation Method for indirect costs or elects to use the de minimis rate of 10% of Modified Total Direct Costs in accordance with 2 CFR 200.414, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

For nonprofit organizations that use the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.]

## **APPENDIX 4 –**

### **Award Term and Condition for Grantee Integrity and Performance Matters**

#### **Reporting of Matters Related to Grantee Integrity and Performance**

##### ***1. General Reporting Requirement***

If the total value of the Grantee's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then during that period of time the Grantee must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

##### ***2. Proceedings About Which Grantee Must Report***

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and the Grantee's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the Grantee's part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

***3. Reporting Procedures***

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. The Grantee does not need to submit the information a second time under assistance awards that the Grantee received if the Grantee already provided the information through SAM because the Grantee was required to do so under Federal procurement contracts that the Grantee was awarded.

***4. Reporting Frequency***

During any period of time when the Grantee is subject to the requirement in paragraph 1 of this award term and condition, the Grantee must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that the Grantee has not reported previously or affirm that there is no new information to report. If the Grantee has Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000, the Grantee must disclose semiannually any information about the criminal, civil, and administrative proceedings.

***5. Definitions***

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a cost share or match requirement; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**APPENDIX 5 – Specific Award Conditions**  
**NONE.**

## APPENDIX 6 – Conflict of Interest Requirements

1. *Conflicts Subject to Procurement Regulations.* When procuring property or services, the grantee and its subrecipients shall comply with the applicable conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c). In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the Grantee and its subrecipients must follow the requirements contained in paragraphs 2-5 below.

2. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

3. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the Grantee's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the Federal purpose of the award and the effective and efficient administration of the Grantee's project, taking into account the cumulative effects of the factors in paragraph (v).

4. *Threshold requirements for exceptions.* HUD will consider an exception only after the Grantee has provided the following documentation:

- a. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how that disclosure was made; and
- b. An opinion of the Grantee's attorney that the interest for which the exception is sought would not violate state or local law.

5. *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the Grantee has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- a. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- b. Whether an opportunity was provided for open competitive bidding or negotiation;
- c. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception



**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

*d.* Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process regarding the assisted activity in question;

*e.* Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);

*f.* Whether undue hardship will result either to the Grantee or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

*g.* Any other relevant considerations.

**6. *Disclosure of potential conflicts of interest.*** The Grantee must disclose in writing to HUD any potential conflict of interest.

FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620

## APPENDIX 7 – Award Term and Condition Regarding Trafficking in Persons

The following award term and condition, which is required by 2 CFR part 175, applies as written:

*a. Provisions applicable to a grantee that is a private entity.*

1. You as the grantee, your employees, subrecipients under this award, and subrecipients' employees may not—
  - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - ii. Procure a commercial sex act during the period of time that the award is in effect; or
  - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by HUD at 2 CFR 2424.

*b. Provision applicable to a grantee other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

- i. Associated with performance under this award; or
- ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by HUD at 2 CFR 2424.

*c. Provisions applicable to any grantee.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

*d. Definitions. For purposes of this award term:*

1. "Employee" means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

**FY 2022 COMMUNITY PROJECT FUNDING  
GRANT AGREEMENT NO. B-22-CP-NM-0620**

**3. "Private entity":**

**i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.**

**ii. Includes:**

**A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).**

**B. A for-profit organization.**

**4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).**



# Taos County

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding the acceptance of Small Business Administration (SBA) Federal Grant Award SBAHQ2410119 to leverage Taos County's Rural Community Center network to support small business development and promote workforce opportunities - Christopher Madrid, Deputy County Manager

---

[SBA TC Rural comm center.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Christopher Madrid	<b>Presenters Title</b>	Deputy County Manager for Administration
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of Small Business Administration (SBA) Federal Grant Award SBAHQ2410119 for \$852,000 to leverage Taos County's Rural Community Center network to support small business development and promote workforce opportunities.

Signature/Date of person picking up final documents:

U.S. Small Business Administration

# NOTICE OF AWARD

<b>1. AUTHORIZATION</b> (Legislation/Regulation) H.R. 4366 the Consolidated Appropriations Act of 2024		<b>2. Grant/Cooperative Agreement No.:</b>  SBAHQ24I0119									
<b>3. RECIPIENT:</b> (Name, Organizational Unit, Address) County of Taos 105 Albright St Taos, New Mexico 87571-6170		<b>4. PROJECT PERIOD</b> (Mo./Day/Yr.)  From 9/1/2024 Through 8/31/2029									
<b>8. TITLE OF PROJECT/PROGRAM</b> (limit to 53 spaces) Congressional Earmarks Initiative		<b>5. BUDGET PERIOD</b> (Mo./Day/Yr.)  From 9/1/2024 Through 8/31/2029									
<b>10. DIRECTOR OF PROJECT</b> (Program or Center Director, Coordinator or Principal Investigator)  NAME Madrid, Christopher Last First Initial ADDRESS: 105 Albright St Taos, New Mexico 87571-6170		<b>6. FEDERAL CATALOG NO.</b> 59.059									
<b>12. Approved Budget</b> (Excludes SBA Direct Assistance) <input checked="" type="checkbox"/> SBA Funds Only <input type="checkbox"/> Total project costs including all other financial participation.		<b>7. ADMINISTRATIVE CODES</b> 303020									
<b>13. REMARKS</b> (Other Terms & Conditions Attached) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>9. AWARD AMOUNT</b> Amount of SBA Financial Assistance \$852,000									
<b>14. THIS AWARD IS SUBJECT TO THE FOLLOWING COST PRINCIPLES AND OMB UNIFORM ADMINISTRATIVE REQUIREMENTS:</b>  <input checked="" type="checkbox"/> 2 CFR Chapter 1, Chapter II, Part 200, et al, uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.  <input checked="" type="checkbox"/> Part 180 - OMB Guidelines to Agencies on government debarment and suspension (Non Procurement)		<b>11. RECOMMENDED FUTURE SUPPORT</b> (Subject to the availability of funds and satisfactory progress of the project) <table border="1"><thead><tr><th>BUDGET YEAR</th><th>TOTAL DIRECT COST</th><th>BUDGET YEAR</th><th>TOTAL DIRECT COST</th></tr></thead><tbody><tr><td>a.</td><td></td><td>b.</td><td></td></tr></tbody></table>		BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST	a.		b.	
BUDGET YEAR	TOTAL DIRECT COST	BUDGET YEAR	TOTAL DIRECT COST								
a.		b.									
<b>15. THIS AWARD IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE SIDE</b>											
<b>16. CRS - EIN</b> 856000255		<b>17. COUNTY NAME</b> Taos									
<b>18. CONGRESSIONAL DISTRICT NO.</b> NM-003											
<b>19a. CITY CODE</b> 76200		<b>b. COUNTY CODE</b> 055									
<b>c. STATE CODE</b> 35		<b>d. PROGRAM CODE</b> CG									
<b>BUDGET CODE</b>		<b>DOCUMENT NO.</b>									
<b>AMT. ACTION FIN. ASST.</b>		<b>TYPE OF ORGANIZATION</b>									
<b>20a.</b> 735100		<b>b.</b> SBAHQ24I0119									
<b>c.</b> \$852,000		<b>d.</b> B									
<b>21. AGENCY OFFICIAL</b> (Signature, Name and Title)		<b>22. DATE ISSUED</b> (Mo./Day/Yr.)									
<b>23. RECIPIENT OFFICIAL</b> (Signature, Name and Title)		<b>24. DATE</b> (Mo./Day/Yr.)									

Note: The estimated burden completing this form is 80 hours per response. You will not be required to respond to any collection of information unless it displays a currently valid OMB approval number. Comments on the burden should be sent to U.S. Small Business Administration, Chief, AIB, 409, 3rd St., S.W., Washington, D.C. 20416 and Desk Office for Small Business Administration, Office of Management and Budget, New Executive Office Building, room 10202 Washington, D.C. 20503. OMB Approval (3245-0140).

PLEASE DO NOT SEND FORMS TO OMB.



# U.S. Small Business Administration

## FY 24 Congressional Community Projects

**Recipient: County of Taos**

**Federal Assistance Award Number: SBAHQ24I0119**

**Award Amount: \$852,000**

**Grants Management Officer:**

**Name: Phuc Nguyen**

**Email: Phuc.nguyen@sba.gov**

**Project Title: Rural Co-working Network**

**Project Summary:** The program titled Rural Co-working and Resource Network Program (RCRN) is designed to facilitate the connection of rural small businesses and entrepreneurs with essential resources and funding sources that are often cumbersome to access in remote rural communities. Additionally, it aims to effectively link individuals with regional training opportunities and prospective job placements. A portion of the allocated funds will be directed towards the enhancement of existing space within rural community centers, enabling the establishment of co-working areas designed to facilitate virtual access to resources, consequently reducing the need for extensive travel. RCRN will undertake the restoration, renovation, and equipping of community co-working spaces for the benefit of small businesses and entrepreneurs in rural areas, thereby granting them access to high-speed internet and vital technical support. Non-profit partners associated with the respective community centers will receive training in outreach methods and will be equipped to connect community members with pertinent resources. Initial facilities will be established in the rural communities of Peñasco, Talpa, Arroyo Seco, Arroyo Hondo, Cerro, El Prado, Llano Quemado, and Amalia. This initiative endeavors to expand and replicate the resource and service access already provided at the Talpa Community Center, backed by a well-organized community non-profit. Notably, the center is equipped with a staffed library housing accessible computers and high-speed internet, catering to students and community members of all age groups. Collaborative efforts have commenced with business and economic development support services alongside other resource and technical support providers to leverage these facilities for a more comprehensive outreach to citizens residing in the more remote areas of the county.

### **Award Terms and Conditions**

#### **1. Standard Term - Acceptance of the Terms of an Award**

By drawing or otherwise obtaining funds from the Small Business Administration (SBA), the non-federal entity acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award.

Certification Statement: By drawing down funds, the non-federal entity certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawdown. Non-federal entities of Small Business Administration (SBA) earmark agreement must comply with all terms and conditions of their awards, including: (a) terms and conditions included in the

SBA Grants Policy effective at the time of award including the requirements of OMB grants administration regulations; (b) requirements of the authorizing statutes and implementing regulations for the program under which the award is funded; (c) applicable requirements or limitations in appropriations acts; and (d) any requirements specific to the particular award specified in program policy and guidance.

## **2. Standard Term - Award Expectations**

The stipulated reporting requirements as part of this award must be addressed by the project end date. Additional terms and/or conditions may be applied to this award if outstanding financial or programmatic compliance issues are identified by SBA.

## **3. Standard Term - Administrative and National Policy Requirements**

Public policy requirements are requirements with a broader national purpose than that of the Federal sponsoring program or award that an applicant/non-federal entity must adhere to as a prerequisite to and/or condition of an award. Public policy requirements are established by statute, regulation, DOJ, and OMB memorandums, or Executive order. In some cases, they relate to general activities, such as preservation of the environment, while, in other cases they are integral to the purposes of the award-supported activities. An application funded with the release of federal funds through a grant award does not constitute or imply compliance with federal statute and regulations. Funded organizations are responsible for ensuring that their activities comply with all applicable federal regulation requirements.

## **4. Standard Term - Executive Pay**

The Consolidated Appropriations Act, 2020 (Pub. L. 116-94) signed into law on December 20, 2019, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary per E.O. 13756, was increased to \$221,900 effective January 2024.

The law limits the salary amount that may be awarded and charged to SBA assistance agreements and cooperative agreements. Award funds may not be used to pay the salary of any individual at a rate in excess of Executive Level II. This amount reflects an individual's base salary exclusive of fringe and any income that an individual may be permitted to earn outside of the duties to the applicant organization. This salary limitation also applies to subawards/subcontracts under an SBA grant or cooperative agreement.

## **5. Standard Term - Non-federal Entity Responsibilities**

- a. Be responsive to SBA requests for information and communication. Changes to Your organization's contact information, including Your Agreement Officer Representative (AOR) or other key personnel designated representatives, must be reported promptly to SBA.
- b. Cooperate with all programmatic and financial examinations and any accreditation or certification reviews conducted by SBA, its agents, or contractors. You will promptly address and act upon all findings regarding Your project made as part of any such process.
  - Provide full access to all activities supported with project funds to the general public without regard to their participation in any paid membership or

subscription plan.

- Maintain adequate staffing levels for the delivery of client services, including replacing Key Personnel no more than 60 days after they cease their involvement with the project.
  - Participate in SBA surveys and studies regarding the effectiveness and outcomes of the program/project, curriculum, types of assistance, service delivery methods, etc."
- c. Coordinate with SBA and other Agency resource partners operating within Your project service area to maximize the effectiveness of Your efforts and avoid duplication of products and services.
  - d. Promote SBA programs, products, and services to clients, as appropriate.
  - e. Maintain adequate, readily accessible facilities for assisting clients.
  - f. Provide meaningful access to project services for clients with limited English language proficiency and/or disabilities.
  - g. Submit and update information to USASpending.gov and other Federal databases, as required.

## **6. Standard Term - Recipient Integrity and Performance**

Appendix XII to 2 CFR Part 200

### **i. Reporting of Matters Related to Recipient Integrity and Performance**

#### **• Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- Reached its final disposition during the most recent five-year period; and
- If one of the following:
  - A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or

damages in excess of \$100,000; or

- Any other criminal, civil, or administrative proceeding if:
  - It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
  - It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
  - The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- Reporting Frequency

Unless specified otherwise in the Special Terms and Conditions for Your award, the following reporting timelines apply:

For multi-year performance periods, annual financial and performance reports are due thirty (30) days after each year. The first reflects the initial 12-month period. For example, awards issued on 10/01, the report period ends on 9/30 the following year and is due on 10/31. Subsequent annual reports should build upon the previous annual report.

Final Financial Reporting – Non-Federal Entities are required to submit at the end of the performance period (form SF-425).

Final Performance Report – The final report is due thirty (30) days after the period of performance and must be sent directly to your assigned Grants Management Officer.

**Reports must be emailed to your designated Grants Management Officer:**

**Grants Management Officer: Phuc Nguyen**

**Email: [OGMEarmark@sba.gov](mailto:OGMEarmark@sba.gov)**

## **7. Standard Term - Acknowledgement of SBA Support/Use of SBA's Logo/Publication Requirements.**

It is important that Your clients and the general public are aware of the Congressional Community Program and SBA's role in this project, as well as the taxpayer funded support the Agency is providing under this Award. Therefore, You must include the following acknowledgment of support statement on all materials produced in whole or in part with Project Funds:

"Funded [in part] through a Grant with the U.S. Small Business Administration." For purposes of this requirement, the term "materials" includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items regardless of the medium employed. The term "materials" does not include stationery or business cards and SBA's logo may not be used on such items.

Where the non-federal entity (You) use Project Funds to produce materials featuring editorial content, You must use the following alternate acknowledgment of support statement (either independently or in conjunction with the SBA logo):

“Funded in part through a Grant with the U.S. Small Business Administration. All opinions, conclusions, and/or recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the SBA.”

In addition, You must display signage featuring the SBA logo at all facilities that are open to the public and which are being used for project activities. Such signage must prominently feature the acknowledgment of support statement identified above.

Where used, the acknowledgment of support statement must be presented in a legible typeface, font size, and (where applicable) color contrast and must appear verbatim and may not be altered or replaced with substitute language. However, on materials with severe space constraints such as signs and banners, You may use “SBA” in the acknowledgment of support statement instead of “U.S. Small Business Administration.”

You may elect to use SBA’s logo on materials produced with Project Funds. You may contact the GMO in order to obtain a high-resolution copy of SBA’s logo and a copy of SBA’s Graphic and Use Guide. Where used, the SBA logo may be positioned in close proximity to Your organization’s logo or may be placed in a prominent location elsewhere in the material. However, SBA’s logo may not be placed in close proximity to any third party’s logo, or used in such a way as may imply that a relationship exists between SBA and any third party (Note: Your organization’s parent entity is not considered a third party). Additionally, in each instance where You use the SBA logo, You must also include the acknowledgement of support statement in reasonably close proximity to the logo.

Neither the SBA logo nor the acknowledgment of support statement may be used in connection with activities outside the scope of this Award. In particular, UNDER NO CIRCUMSTANCES may the SBA logo or acknowledgment of support statement appear on items used in conjunction with fundraising, lobbying, or the express or implied endorsement of any goods, service, entity, or individual. Additionally, You may not use the SBA logo on any social media sites or services without obtaining prior approval from SBA. For further guidance regarding the prior approval process, see Part III(A)(13) above.

## **8. Standard Term - Mandatory Disclosures**

Recipients must disclose in a timely manner, in writing to the SBA awarding agency with a copy to the SBA Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner, in writing to the prime recipient (pass through entity) and the SBA OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the awarding agency and to the SBA OIG and OGM at the following addresses:

US Small Business Administration

Attention: Office of Grants Management

409 3rd Street SW, Suite 500

Washington, DC 20416

AND

US Small Business Administration

Office of Inspector General  
 409 3rd Street SW, 5th Floor  
 Washington, DC 20416

Failure to make required disclosures can result in any of the remedies for noncompliance, including suspension or debarment.

Pursuant to the Consolidated Appropriations Act of 2023 (P.L. 117-328) Section 632 Title VI Division E, all grant recipients must ensure they clearly state in all press releases pertaining to their current SBA grant award the following:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project of program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

## **9. Lobbying Restrictions**

Recipients are subject to the restrictions on lobbying.

18 U.S.C. § 1913, No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his/her request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter- intelligence, intelligence, or national security activities.

Violations of this section shall constitute as a violation of 31 U.S.C. § 1352(a).

## **10. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.) requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. By signing the application, the AOR agrees that the Non-federal entity will provide a drug-free workplace and will comply with the requirement to notify NIH if an employee is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for debarment. Government wide requirements for Drug- Free Workplace for Financial Assistance are found in 2 CFR part 182; SBA implementing regulations are set forth in 2 CFR part 382.400. All non-federal entities of SBA grant funds must comply with the requirements in Subpart B (or Subpart C if the non-federal entity is an

individual) of part 382.

#### **11. Non- Transferability**

This Award may not be transferred or assigned (either in whole or in part) without prior written approval from SBA. Additionally, no interest in this Award may be conferred upon a third party and the Award may not be pledged as collateral or security.

#### **12. Standard Term - Advancing Racial Equity and Support for Underserved Communities**

Executive Order: Advancing Racial Equity and Support for Underserved Communities through the Federal Governments (E.O. 13985 can be found at:

<https://www.federalregister.gov/documents/2021/01/25/2021-01753/advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government> )

#### **13. Standard Term - Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(G)), as amended, and 2 C.F.R. PART 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons. 2 C.F.R. § 175.15(b). See <http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf>.

##### **Award Term from Trafficking in persons.**

##### **a. Provisions applicable to a recipient that is a private entity.**

1) You, as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- b) Procure a commercial sex act during the period of time that the award is in effect; or
- c) Use forced labor in the performance of the award or subawards under the award.

2) We as the federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:

- a) Is determined to have violated a prohibition in paragraph a.1 of this award term; or
- b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

- i. Associated with performance under this award; or
- ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on and Suspension (Non-procurement)."

b. Provision applicable to a non-federal entity other than a private entity. We as the federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

1) Is determined to have violated an applicable prohibition in paragraph a.1 of this award term;  
or

2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:

a) Associated with performance under this award; or

b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 1125.

c. Provisions applicable to any non-federal entity.

1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

2) Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)); and

b) Is in addition to all other remedies for noncompliance that are available to us under this award.

3) You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:

1) “Employee” means either:

- An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3) “Private entity”:

- Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.



•Includes:

A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

A for-profit organization.

4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **14. Standard Term - Accessibility Provisions**

Non-federal entities of federal financial assistance (FFA) from SBA must administer their programs in compliance with federal civil rights law. This means that non-federal entities of SBA funds must ensure equal access to their programs without regard to a person's race, color, national origin, disability, age, and in some circumstances, sex and religion. This includes ensuring your programs are accessible to persons with limited English proficiency. SBA provides guidance to recipients of FFA on meeting their legal obligation to take reasonable steps to provide meaningful access to their programs by persons with limited English proficiency.

The SBA Office for Civil Rights also provides guidance on complying with civil rights laws enforced by SBA.

Recipients of SBA also have specific legal obligations for serving qualified individuals with disabilities. Please contact the SBA Office for Civil Rights for more information about obligations and prohibitions under federal civil rights laws at 1- 800-827-5722.

#### **15. Standard Term - Accessibility of Facilities and Events**

In accordance with the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and § 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), all facilities You use to provide services to the public in connection with this project must be accessible by persons with disabilities. In addition, all notices, promotional items, brochures, publications, and media announcements informing the public of events, programs, meetings, seminars, conferences and workshops conducted pursuant to this project must include the following accessibility/accommodations notice:

Reasonable accommodations for persons with disabilities will be made if requested at least two weeks in advance. Contact [insert contact information for the person who will make the arrangements]."

#### **16. Standard Term - Data Collection and Performance Measurement:**

All non-federal entities are required to collect and report evaluation data to ensure the effectiveness and efficiency of its programs under the Government Performance and Results (GPRA) Modernization Act of 2010 (P.L. 102-62). Non-federal entities must comply with the performance goals, milestones, and expected outcomes.

#### **17. Standard Term - Procurement of Goods and Services:**

You are encouraged to follow your own procurement policies and procedures when contracting with Project Funds. Additionally, when using Project Funds to procure supplies and/or equipment, You are encouraged to purchase American-manufactured goods to the maximum extent practicable.

American-manufactured goods are those products for which the cost of their component parts that were mined, produced, or manufactured in the United States exceeds 50 percent of the total cost of all their components. For further guidance regarding what constitutes an American-manufactured good (also known as a domestic end product), see 48 C.F.R. Part 25.

#### **18. Standard Term – Recordkeeping**

You must maintain complete and accurate records and supporting documentation of sufficient detail to facilitate a thorough financial, programmatic, and/or legal compliance audit or examination of this project. You must make these records available to SBA, its agents, its Office of Inspector General, and/or Federal investigators on demand and provide them with unrestricted access to review and make copies of all products, materials, and data, including those prepared or stored electronically. Standard Term - Submitting Responses to Conditions and Reporting Requirements. Unless otherwise identified in the special terms and conditions of award and post award requests, all responses to special terms and conditions of award and post award requests must be submitted to the Office of Grants Management (OGM).

#### **19. Standard Term - FAIN/UEI**

The Unique Entity Identifier (formerly DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A Unique Entity Identifier number may be obtained from the D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

#### **20. Standard Term – Whistleblower Protection**

If you are a Federal employee, or employee of a contractor, subcontractor, or grantee submitting information to the SBA OIG regarding fraud waste or abuse in the SBA's programs or operations, you are probably a whistleblower. Please be aware, however that specific criteria apply to whistleblower protections afforded by law. For example, disclosures by current and former federal employees, applicants for federal employment, and employees of a federal contractor, subcontractor, or grantee have special meaning and protections.

Federal law prohibits governmental personnel from retaliating against an employee who acts as a whistleblower by reporting suspected waste, fraud or abuse to the OIG. Under the Federal prohibited personnel practices, 5 U.S.C. §2302(b)(8), employees may not "take or fail to take, or threaten to take or fail to take, a personnel action with respect to any employee or applicant for employment" because the person has disclosed information to an OIG which he or she reasonably believes is evidence of (1) a violation of any law, rule, or regulation, or (2) gross mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, so long as the disclosure is not specifically prohibited by law or Executive Order.

#### **Reporting Fraud**

The OIG encourages all SBA employees and lenders to be on the lookout for fraud. If you suspect fraud, please report it to the OIG immediately by contacting the OIG Hotline at 1-800-767-0385 or [OIGHotline@sba.gov](mailto:OIGHotline@sba.gov) (link sends e-mail).

#### **21. Standard Term – Restrictions on Certain Types of Clients**

You may not utilize project resources to provide counseling services to any concern that:

- is other than small;

- is based in a foreign country;
- is engaged in any activity that is illegal under federal, state, or local law or that can reasonably be determined to support or facilitate any activity that is illegal under federal, state, or local law;
- derives more than one-third of its gross annual revenue from legal gambling activities;
- presents live performances of a prurient sexual nature or derives more than a de-minimus amount of revenue from the sale of products or services of a prurient sexual nature;
- is not organized for profit (Exception: To the extent it does not negatively impact the goals or milestones established under this Award or detract from its core purpose, You may use project resources to counsel non-profit organizations that devote a significant portion of their activities to assisting entrepreneurs).

## **22. Standard Term – Governing Authority/Order of Precedence**

This Award is subject to the following requirements and representations, whether stated explicitly or incorporated by reference:

1. The statutes, regulations, and policy documents cited in Blocks 1 and 14 of the Notice of Award cover page and any other relevant, subsequently enacted laws.
2. Those terms and conditions set forth below.
3. Your accepted application for this Award, including all forms and assurances, and any subsequently approved additions or modifications.

In the event of a conflict between these requirements, the Order of Precedence listed above will determine which prevails. Unless explicitly stated otherwise, all deadlines discussed in this Notice of Award will be measured in terms of calendar days. By signing Block 23 of the Notice of Award cover page, You acknowledge Your acceptance of all these requirements.

### **Commencement of Construction**

- a) Delayed construction starts. If significant construction (as determined by SBA) is not commenced within two years of the Award date or by the date estimated for start of construction in this Award (or the expiration of any extension granted in writing by SBA), whichever is later, this Award will be automatically suspended by a written notification issued by the Grants Management Officer and may be terminated if SBA determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously.
- b) Early construction starts. The Recipient must make a written request to SBA for early construction start permission (that is, after the date of Award, but before SBA gives formal approval for construction to commence). Costs incurred under a contract are only allowable after SBA determines that the award of the contract is in compliance with all terms and conditions of the Award. If construction commences prior to SBA's determination, the Recipient proceeds at its own risk until SBA's review and concurrence.

### **Project Sign and Use of SBA Logo**

- a) Project sign. The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign (or signs) in a conspicuous place at the Project site indicating that the Federal Government is participating in the Project. SBA will provide specifications for the sign and may require more than one sign if site conditions so warrant. If the

SBA-recommended sign specifications conflict with State or local law, the Recipient may modify such recommended specifications so as to comply with State or local law.

- b) Use of SBA logo. With SBA's prior written permission, the Recipient may use the SBA logo to publicize the Award as well as to amplify the impact of the Award. In such cases, the SBA logo may be displayed on Award-related materials that discuss or advertise the purpose or use of the Project (e.g. websites, social media, fliers, pamphlets, brochures). To seek permission to use the SBA logo, the Recipient must contact the SBA Grants Management Officer and provide a written description of how the Recipient proposes to use the SBA logo. In general, the SBA logo may be used either alone or next to Recipient's logo. The SBA logo may not be used to endorse a third party as interpreted at SBA's sole discretion. The Recipient must not use the SBA logo in a negative or defamatory manner. SBA may rescind such permission at any time.

### **Efficient Administration of Project**

The Recipient agrees to properly and efficiently administer, operate, and maintain the Project for its estimated useful life. If SBA determines at any time during the estimated useful life of the facility that the Project is not being properly and efficiently administered, operated, and maintained, SBA may terminate this Award (if it is still active) and/or may take appropriate enforcement action to protect the Federal Interest in the Project, including requiring the Recipient to repay the Federal Share

### **Additional Requirements Related to Construction Projects.**

The Recipient and any subrecipients, must, in addition to other statutory and regulatory requirements detailed in these SBA Construction standard terms and conditions and the assurances made to SBA in connection with the Award, comply and require each of its contractors and subcontractors employed in the completion of the Project to comply with all applicable Federal, State, territorial, and local laws, and in particular, the following Federal laws (and the regulations issued thereunder), executive orders, OMB circulars, OMB Uniform Guidance, and local law requirements.

**The Contract Work Hours and Safety Standards Act**, as amended (40 U.S.C. §§ 3701-3708), which provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project.

**The National Historic Preservation Act of 1966**, as amended (54 U.S.C. § 300101 et seq.), and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800), which require stewardship of historic properties in projects involving Federal funds.

**Preservation of Historical and Archeological Data** (54 U.S.C. § 312502), which requires appropriate surveys and preservation efforts if a Federally licensed project may cause 21 irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data.

**The Architectural Barriers Act of 1968**, as amended (42 U.S.C. § 4151 et seq.), and the regulations issued thereunder, which prescribe standards for the design and construction of any building or facility intended to be accessible to the public or that may house handicapped employees. 6. The Uniform Relocation Assistance and Real Property.

**The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, as amended (42 U.S.C. § 4601 et seq.), and implementing regulations issued at 49 CFR part 24 ("Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs"), which establish uniform policies for the fair and equitable treatment of persons, businesses, or farm operations affected by the acquisition, rehabilitation, or demolition of real property acquired for a project financed wholly or in part

with Federal financial assistance.

**The Energy Conservation and Production Act** (42 U.S.C. § 6834 et seq.), which establishes energy efficiency performance standards for the construction of new residential and commercial structures undertaken with Federal financial assistance.

**Executive Order 13717, “Seismic Safety of Federal and Federally Assisted or Regulated New Building Construction”**, which requires that new buildings constructed with Federal assistance comply with the earthquake-resistant design provisions of the 2015 editions of the International Building Code (IBC) or the International Residential Code (IRC), nationally recognized building codes promulgated by the International Code Council (ICC), or equivalent codes, consistent with the provisions of and to the extent required by 40 U.S.C. § 3312. 9. Compliance with Local Construction Requirements. The Recipient will comply with current local building codes, standards, and other requirements applicable to the Project.

**SBA Contracting Provisions for Construction Projects the Recipient** must use the “SBA Contracting Provisions for Construction Projects” as guidance in developing all construction contracts. The “SBA Contracting Provisions for Construction Projects” lists applicable SBA and other Federal requirements for construction contracts.

### **Property**

Standards With respect to any property acquired or improved in whole or in part with Award funds, the Recipient must comply with the Property Standards set forth at 2 CFR §§ 200.310 (“Insurance coverage”) through 200.316 (“Property trust relationship”), and SBA’s regulations at 13 CFR part 314. Property acquired or improved in whole or in part by the Recipient under this Award may consist of real property; personal property, including equipment and supplies; and intangible property, such as money, notes, contractual rights, and security interests. Any property reports required under 2 CFR §§ 200.310 through 200.316, such as periodic inventories and requests for disposition instructions, must be submitted to the Grants Management Officer through the Project Officer on Form SF-428 and/or SF-429, as applicable.

### **Title**

- a) Title to equipment, supplies, and intangible property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient. The use, management and disposition of equipment, supplies, and intangible property acquired in whole or in part under this Award must be in accordance with 2 CFR §§ 200.313 (“Equipment”), 200.314 (“Supplies”), and 200.315 (“Intangible property”).
- b) Title to real property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient, subject to the condition that the Recipient uses the real property for the authorized purpose of the Project. See 2 CFR § 200.311 (“Real property”).

### **SBA’s Interest in Award Property**

- a) General - evidence of title of these SBA Construction standard terms and conditions “Recipient as Trustee”, real property, equipment, and intangible property acquired or improved under this Award must be held in trust by the Recipient as trustee for the public purposes of an Award. This trust relationship exists throughout the duration of the property’s estimated useful life, as determined by SBA, during which time SBA retains an undivided, equitable reversionary interest in the property (“Federal Interest”).

- b) Before advertising for construction bids or at such other time as SBA requires, the Recipient must furnish evidence, satisfactory in form and substance to SBA, that title to real property required for the Project (other than property of the United States and as provided in 13 CFR § 314.7(c) (“Title”)) is vested in the Recipient and that such easements, rights-of-way, State or local government occupancy or use permits, long-term leases, or other property interests or access rights required for the Project have been or will be obtained by the Recipient within an acceptable time, as determined by SBA. All liens, mortgages, other encumbrances, reservations, reversionary interests, or other restrictions on title or the Recipient’s interest in the property must be disclosed to SBA.
- c) For all Projects involving the acquisition, construction, or improvement of a building, infrastructure, or other real property, as determined by SBA, the Recipient must execute and furnish to SBA, prior to initial Award disbursement or at such other time as SBA requires, a lien, covenant, or other statement, satisfactory to SBA in form and substance, of SBA’s interest in the property acquired or improved in whole or in part with the funds made available under this Award. SBA may permit such statement to be recorded after initial Award disbursement in the event that grant funds are being used to acquire such property or for authorized costs, such as design and engineering services. The statement must specify the estimated useful life of the Project and must include the disposition, encumbrance, and the Federal Share compensation requirements, as well as any other requirements specified by SBA in its reasonable discretion.
- d) This lien, covenant, or other statement of the Federal interest must be perfected and placed of record in the real property records of the jurisdiction in which the property is located, all in accordance with applicable law. SBA may require an opinion of counsel for the Recipient to substantiate that the document was validly executed and properly recorded.
- e) Facilities in which the SBA assistance is only a small part of a larger project, as determined by SBA, may be exempted from the requirements.
- f) In extraordinary circumstances and at SBA’s discretion, SBA may choose to accept another instrument to protect SBA’s interest in the Project property, such as an escrow agreement or letter of credit, provided that SBA determines such instrument is adequate and a recorded statement.
- g) The terms and provisions of the relevant instrument must be satisfactory to SBA. The costs and fees for escrow services or letters of credit must be paid by the Recipient.
- h) Recording SBA’s Interest in Personal Property. For all Projects involving the acquisition or improvement of significant items of equipment or other tangible personal property, including but not limited to watercraft, motor vehicles, machinery, equipment, removable fixtures, or structural components of buildings, the Recipient must execute a security interest, covenant, or other statement of SBA’s reversionary interest in the personal property acceptable in form and substance to SBA, which statement must be perfected and placed of record in accordance with applicable law

(usually accomplished by filing a Uniform Commercial Code Financing Statement (Form UCC-1), as provided by State law), with continuances re-filed as appropriate

- i) SBA's Interest and the estimated useful life. The Recipient acknowledges that SBA retains an undivided equitable reversionary interest in property acquired or improved in whole or in part with grant funds made available through this Award throughout the estimated useful life (as determined by SBA) of the Project, except in applicable instances set forth 2 CFR 200.

### **Unauthorized Use of Award Property**

The Recipient agrees that if any interest in property acquired or improved in whole or in part with Award funds is disposed of, encumbered, or alienated in any manner, or no longer used for the authorized purposes of the Award during the Project's estimated useful life without SBA's written approval, SBA will be entitled to recover the Federal Share. Examples of 25 alienation of Award property include sale or other conveyance of the Recipient's interest, leasing or mortgaging the property, or granting an option for any of the foregoing. If, during the Project's estimated useful life, the property is no longer needed for the purposes of the Award, as determined by SBA. See 2 C.F.R. §§ 200.311, 200.313.

### **Calculating the Federal Share**

For purposes of any lien or security interest, the amount of the Federal Share is the portion of the current fair market value of any property (after deducting any actual and reasonable selling and repair expenses incurred to put the property into marketable condition) attributable to SBA's participation in the Project.

### **Insurance and Bonding**

- a) Insurance. The Recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided for property owned by the Recipient. Federally owned property need not be otherwise insured unless required by the Terms and Conditions of the Award. See 2 CFR § 200.310 ("Insurance coverage").
- b) Bonding. If the Award exceeds the simplified acquisition threshold as defined at 2 CFR § 200.1, SBA may accept the Recipient's or subrecipient's bonding policy and requirements if SBA or the pass-through entity determines that the Federal Interest is adequately protected. If not, the following minimum requirements will apply:
  - a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
  - b. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure payment as

required by law of all persons supplying labor and material in the execution of the work provided for in the contract. See 2 CFR § 200.326 (“Bonding requirements”).

### **Leasing Restrictions**

Leasing or renting of facilities or property is prohibited unless specifically authorized by SBA. The Recipient agrees that any leasing or renting of any facilities or property involved in this Project will be subject to the following:

- a) That said lease arrangement is consistent with the authorized general and special purpose of the Award;
- b) That said lease arrangement is for adequate consideration;
- c) That said lease arrangement is consistent with applicable SBA requirements concerning but not limited to nondiscrimination and environmental compliance; and
- d) That all revenue derived from said leasing arrangement shall be subject to “Program Income” of these SBA Construction standard terms and conditions.

### **Eminent Domain**

The Recipient will use funds solely for the authorized purpose of the Project. Pursuant to Executive Order 13406, “Protecting the Property Rights of the American People,” the Recipient agrees:

- a) Not to exercise any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the Project for the purpose of advancing the economic interests of private parties; and
- b) Not to accept title to land, easements, or other interests in land acquired by the exercise of any power of eminent domain for use in connection with the Project for such purposes. The Recipient agrees that any use of the power of eminent domain to acquire land, easements, or interests in land, whether by the Recipient or any other entity that has the power of eminent domain, in connection with the Project without the prior written consent of SBA is an unauthorized use of the Project. If the Recipient puts the Project to an unauthorized use, the Recipient must compensate SBA for the Federal Share in accordance with CFR (“Unauthorized use of property”) and (“Federal share”), as the same may be amended from time to time.

### **Disposal of Real Property**

During the estimated useful life of the Project, if SBA and the Recipient determine that property acquired or improved in whole or in part with Award funds is no longer needed for the original purposes of this Award, SBA may, in its discretion, approve use of the property in other Federal grant programs or in programs that have purposes consistent with those authorized by the standard terms and conditions.

### **Reporting on Property**

- a) Real Property status reports and requests for disposition. In accordance with 2 CFR § 200.330 “Reporting on real property”, the Recipient must submit reports using Form SF-429 (Real Property Status Report), including appropriate attachments, at least annually on the status of real property in



which SBA retains an interest, which generally includes real property acquired or improved under the award, unless such interest extends 15 years or longer. If SBA's interest is for a period of 15 years or longer, unless otherwise specified in a specific award condition, the Recipient must submit an annual report for the first three years of the award and thereafter submit a real property status report every five years. If the Recipient wishes to dispose of real property acquired or improved under an SBA award, the Recipient must request disposition instructions, including the submission of Form SF-429, with appropriate attachments, from the Grants Management Officer in accordance with 2 CFR 200.311(c).

- b) Tangible Personal Property status reports and requests for dispositions. The Recipient must submit periodic reports as specified in the terms of the Award using Form SF-428 (Tangible Personal Property Report), including appropriate attachments thereto, concerning tangible personal property that is Federally owned or tangible personal property in which SBA retains an interest. In addition, if the Recipient wishes to dispose of tangible personal property acquired or improved under an SBA award, the Recipient must request disposition instructions, including the submission of Form SF-428, with appropriate attachments, from the Grants Management Officer in accordance with 2 CFR 200.313(e).

### Definitions

The definitions listed below apply to all SBA Awards. Additional definitions relating to a particular SBA program may be found in the grant program regulations, Program Announcement, and/or Special Terms and Conditions.

**Earmark** – Earmarks are grants that are appropriated by Congress prior to a peer review. The term "earmark" is a reference to the Congressional Record where the awards are written into legislation specifically with the grant applicant's name, activity, and dollar amounts.

- a. **Client** – an entity receiving technical assistance under this Award. A Client may be an existing small business concern, or an individual interested in owning and operating a small business concern.
- b. **Client Information** – files and records concerning a Client, as well as any information that could be used to identify, contact, or locate a Client. Does not include statistics or similar data that is not attributed to a particular Client.
- c. **Entity**, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A governmental organization, which is a state, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - and e. A Federal agency, but only as a subrecipient under an award or subaward to a nonfederal entity.
- e. **Key Personnel** – those individuals who play a crucial role in the conduct of a project. Examples include directors, managers, counselors, and instructors, but not support staff.
- f. **Program Income** – additional funds generated through the conduct of project activities. Includes, but is not limited to, income derived from service or event fees, sales of commodities, repayments of interest or principal on loans made with Project Funds, and usage or rental fees.

Does not include interest earned on advances of Federal funds.

g. Unique entity identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities.

h. You – the non-federal entity organization (recipient) for the Award.



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and acceptance of a grant from New Mexico Tourism Department Destination Forward Grant Program to support interior construction and finishes of the Historic County Courthouse - Jessica Stern, Economic Development Director

---

[Tourism grant Courthouse.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Jessica Stern	<b>Presenters Title</b>	Economic Development Director
<b>Meeting date requesting to be on</b>	August 20, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> N/A	<b>Legal Department Signature</b>  <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance of a grant from the New Mexico Tourism Department Destination Forward Grant Program in the amount of \$500,000 to support interior construction and finishes of the Historic County Courthouse.

As part of the overall \$10 million project to restore the Historic County Courthouse, this funding provides much needed investment in the interior finishes for the building.

The top priorities for this grant funding include:

1. Lighting, interior finishes, mural conservation, data and communication upgrades throughout the building.
2. Interactive signage inside and outside the building that details the culture and history of the building and surrounding communities.
3. Creating an interpretive experience in the old jail that includes restoring its original state, updating the lighting, and adding interpretive signage and videos.

Signature/Date of person picking up final documents:

**STATE OF NEW MEXICO  
TOURISM DEPARTMENT  
Destination Forward Grant Agreement**

THIS AGREEMENT is made and entered into by State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and **Taos County**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

RECITALS

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities and serving as a comprehensive source of information and assistance to tourism-related businesses wishing to locate, expand or do business in New Mexico; and

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative tourism development programs for certain non-profits, local and tribal governments; and

WHEREAS, Partner wishes to assist in the creation of a tourism-related business, assets or infrastructure to stimulate tourism activities, namely the Taos County Historic Courthouse Restoration Project/Visitors Center;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

**I. Obligations of Partner.**

- A. Ensure completion of the Scope of Work, as approved by NMTD and attached hereto as *Exhibit A* to facilitate the creation of the Taos County Courthouse Restoration Project/Visitors Center.
- B. Partner agrees and affirmatively states that it will implement, in all respects, the Project in the agreed upon time frame. Partner shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Partner is responsible for financing its share of the costs of the Project, including any and all Project overruns.
  1. Project funds cannot be used to reimburse Partner for indirect Project costs.
  2. Project funds shall not be used for purposes other than those agreed upon and specified in the Project Description.
  3. The Parties agree that the Project’s funds must be “expended” on or before June 30, 2026. For the purposes of disbursement under the Agreement, it is sufficient for Partner to “encumber” the Project funds on its books on or before June 30, 2026.
- C. Following disbursement of the total grant award, Partner will be required to submit narrative and fiscal reports to NMTD.

1. Partner shall submit two (2) Midpoint Reports to Tourism Development Coordinator Jill Slaby. Partner's first report shall be submitted on or before December 30, 2024. Partner's second report shall be submitted on or before December 30, 2025. Midpoint Report shall include progress information and photos for the Project.
  2. Partner shall submit a Year End Report for Fiscal Year 2025. Report shall be submitted on or before June 15, 2025, to Tourism Development Coordinator Jill Slaby. Year End Report shall include progress information and photos for the Project.
  3. Partner shall submit to NMTD a Final Report for the Project. The Final Report shall be submitted on a form provided by NMTD and contain such information as NMTD may require. The paper Final Report must be submitted on or before June 15, 2026.
- D. During the term of this Agreement NMTD may request such additional information regarding the Project as it deems necessary and 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. Requests made pursuant to this subparagraph B are in addition to and not in lieu of the final reporting described in subparagraph C of this article.

## **II. Obligations of NMTD.**

Provide collaborative assistance in the form of matching funds up to five hundred thousand dollars (\$500,000) for eligible expenses toward the creation of the Taos County Historic Courthouse Restoration Project/Visitors Center, as outlined in *Exhibit A*, for a total grant award of five hundred thousand dollars (\$500,000) for FY25 and FY26.

## **III. Additional Terms & Conditions.**

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2026**. Either party may terminate or seek to further negotiate this Agreement upon written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- D. Partner shall fully indemnify, defend and hold NMTD, its officers, agents and employees harmless from any liability, losses or damages that it may suffer as a result of claims, suits, demands, costs or judgments against Partner or NMTD that directly or indirectly result from or arise in connection with the activities to be carried out pursuant of this Agreement. Any liability in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
- E. This Agreement is governed by the laws of the State of New Mexico.

- F. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.
- G. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service, electronic mail, facsimile, or U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department  
 Holly Kelley  
 Tourism Development Director  
 491 Old Santa Fe Trail | Santa Fe, NM 87501  
 505-629-8234 | [holly.kelley@td.nm.gov](mailto:holly.kelley@td.nm.gov)

To Partner: Jessica Stern, Economic Development Director  
 Taos County  
 105 Albright Street  
 Taos, NM 87571  
 575-377-5882 | [Jessica.stern@taoscountynm.gov](mailto:Jessica.stern@taoscountynm.gov)

- H. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet Secretary listed below.**

By: Signed by:  
  
109F6A70BE4435  
 Brent Jaramillo, County Manager  
 Taos County  
 Date: 8/9/2024

Approved for legal sufficiency:


By: DocuSigned by:  
  
8422D3B3623C486  
 Novela Salazar, General Counsel NMTD  
 Date: 8/9/2024

By: DocuSigned by:  
  
0122E56A04444C2  
 Rayline Sebay, CPO, ASD NMTD  
 Date: 8/9/2024

By: DocuSigned by:  
  
883BA2BC2F7E403  
 Jennifer Saavedra, Deputy Cabinet Secretary NMTD  
 Date: 8/10/2024

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS Number: 01-508300004

By: DocuSigned by:  
  
A1E23200AE074AA  
 Taxation and Revenue Department  
 Date: 8/12/2024



## **EXHIBIT A**

### **Scope of Work**

#### **Partner Deliverables:**

- A. Provide two (2) mid-point reports to Jill Slaby at [Jill.Slaby@td.nm.gov](mailto:Jill.Slaby@td.nm.gov) no later than **December 30, 2024 and December 30, 2025**, to include the following items:
  - a. A record of how all monies granted through this Agreement were spent (to include invoice).
  - b. A record of equivalent matching funds being spent on the project (to include invoices).
  - c. Updated planning and designs including but not limited to:
    - i. Documents related to design and construction of project; and
    - ii. Before and after images of project areas; and
    - iii. Any associated documents and details.
- B. Complete progress meetings with NMTD, providing all information as directed.
  - a. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
- C. Provide a final report to Jill Slaby at [Jill.Slaby@td.nm.gov](mailto:Jill.Slaby@td.nm.gov) no later than **June 15, 2026**, to include the following items:
  - a. A record of how all monies granted through this Agreement were spent (to include invoice).
  - b. A record of equivalent matching funds being spent on the project (to include invoices).
  - c. Updated programming and installation including but not limited to:
    - i. Images prior to work, throughout project and images of completed portions of work if applicable; and
    - ii. Finalization of design, development, and installation of educational and interpretive signage; and
    - iii. Original artwork and photography, as licensing allows if applicable.
- D. A copy of the Master Plan.
- E. Include the following acknowledgment of support statement on all materials produced in whole or in part with Grant Funds:
  - a. “Funded [in part] through a Grant with the New Mexico Tourism Department.” For purposes of this requirement, the term “materials” includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items. The term “materials” does not include stationery or business cards and NMTD’s logo may not be used on such items.

- b. Partner must obtain prior approval from NMTD for any and all use of the Brand. NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- F. All deliverables will be completed by **June 30, 2026**.



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and acceptance and role as fiscal agent on behalf of the Peñasco Valley Historical Preservation Society for a grant from New Mexico Tourism Department Destination Forward Grant Program to support architectural and engineering planning and design for the renovation of the historic St. Anthony School in Peñasco - Jessica Stern, Economic Development Director

---

[Fiscal Agent Penasco.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Jessica Stern	<b>Presenters Title</b>	Economic Development Director
<b>Meeting date requesting to be on</b>	August 20, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <input type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion and decision of acceptance and role as fiscal agent on behalf of the Peñasco Valley Historical Preservation Society for a grant from the New Mexico Tourism Department Destination Forward Grant Program in the amount of \$100,000 to support architectural and engineering planning and design for the renovation of the historic St. Anthony School in Peñasco.

Taos County submitted an application on behalf of the Peñasco Valley Historical Preservation Society to act as fiscal agent for the Destination Forward Grant Program, as private non-profit organizations were ineligible to apply. The St. Anthony School Project seeks to renovate and revitalize an important historic building in the heart of Peñasco, providing space for a museum, learning center, community open space, cultural venue and more.

Signature/Date of person picking up final documents:

**STATE OF NEW MEXICO  
TOURISM DEPARTMENT  
Destination Forward Grant Agreement**

THIS AGREEMENT is made and entered into by State of New Mexico Tourism Department, hereinafter referred to as the “NMTD,” and **Taos County (The Peñasco Valley Historic Preservation Society)**, hereinafter referred to as the “Partner” (collectively the “Parties”) and is effective as set forth below.

**RECITALS**

WHEREAS, the New Mexico Legislature appropriated funds to NMTD for the purpose of carrying out the duties of the NMTD, which include providing a coordinated statewide perspective with regard to tourism activities and serving as a comprehensive source of information and assistance to tourism-related businesses wishing to locate, expand or do business in New Mexico; and

WHEREAS, NMTD desires to coordinate this partnership effort through cooperative tourism development programs for certain non-profits, local and tribal governments; and

WHEREAS, Partner wishes to assist in the creation of a tourism-related business, assets or infrastructure to stimulate tourism activities, namely the Architectural Design for the Preservation of the Historic Peñasco High School;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES, for the express and sole purpose of stimulating tourism in New Mexico, in consideration of the mutual covenants and obligations contained herein, as follows:

**I. Obligations of Partner.**

- A. Ensure completion of the Scope of Work, as approved by NMTD and attached hereto as *Exhibit A* to facilitate the creation of the Architectural Design for the Preservation of the Historic Peñasco High School.
- B. Partner agrees and affirmatively states that it will implement, in all respects, the Project in the agreed upon time frame. Partner shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Partner is responsible for financing its share of the costs of the Project, including any and all Project overruns.
  1. Project funds cannot be used to reimburse Partner for indirect Project costs.
  2. Project funds shall not be used for purposes other than those agreed upon and specified in the Project Description.
  3. The Parties agree that the Project’s funds must be “expended” on or before June 30, 2025. For the purposes of disbursement under the Agreement, it is sufficient for Partner to “encumber” the Project funds on its books on or before June 30, 2025.
- C. Following disbursement of the total grant award, Partner will be required to submit narrative and fiscal reports to NMTD.

1. Partner shall submit a Midpoint Report on or before December 30, 2024, to Tourism Development Coordinator Jill Slaby. Midpoint Report shall include progress information and photos for the Project.
  2. Partner shall submit to NMTD a Final Report for the Project. The Final Report shall be submitted on a form provided by NMTD and contain such information as NMTD may require. The Final Report form is attached hereto and incorporated by reference as Exhibit C. The paper Final Report must be submitted on or before June 15, 2025.
- D. During the term of this Agreement NMTD may request such additional information regarding the Project as it deems necessary and 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. Requests made pursuant to this subparagraph B are in addition to and not in lieu of the final reporting described in subparagraph C of this article.

## **II. Obligations of NMTD.**

Provide collaborative assistance in the form of matching funds up to one hundred thousand dollars (\$100,000) for eligible expenses toward the creation of the Architectural Design for the Preservation of the Historic Peñasco High School, as outlined in *Exhibit A*, for a total grant award of one hundred thousand dollars (\$100,000) for FY25.

## **III. Additional Terms & Conditions.**

- A. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice given by NMTD to the Partner. NMTD's decision as to whether sufficient appropriations are available shall be accepted by the Partner and shall be final.
- B. This Agreement shall become effective upon its execution by both Parties and shall terminate on **June 30, 2025**. Either party may terminate or seek to further negotiate this Agreement upon written notice to the other. In the event of termination, neither party may nullify obligations already incurred for performance or failure to perform, prior to the date of termination.
- C. This Agreement shall not be altered, changed, or amended except by instrument of writing executed by the Parties hereto.
- D. Partner shall fully indemnify, defend and hold NMTD, its officers, agents and employees harmless from any liability, losses or damages that it may suffer as a result of claims, suits, demands, costs or judgments against Partner or NMTD that directly or indirectly result from or arise in connection with the activities to be carried out pursuant of this Agreement. Any liability in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act.
- E. This Agreement is governed by the laws of the State of New Mexico.
- F. This Agreement is not intended to and does not create any rights in any persons or entity not a party hereto.

- G. Any notice required to be given to either Party by this Agreement shall be in writing and shall be delivered in person, by courier service, electronic mail, facsimile, or U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To NMTD: New Mexico Tourism Department  
Holly Kelley  
Tourism Development Director  
491 Old Santa Fe Trail | Santa Fe, NM 87501  
505-629-8234 | [holly.kelley@td.nm.gov](mailto:holly.kelley@td.nm.gov)

To Partner: Brent Jaramillo, County Manager  
Taos County  
105 Albright Street  
Taos, NM 87571  
575-737-6300 | [brent.jaramillo@taoscountynm.gov](mailto:brent.jaramillo@taoscountynm.gov)

- H. The individual signing below on behalf of the Partner represents and warrants that he or she has the authority to bind the Partner, and that no further action, resolution or approval from the Partner is necessary to enter into a binding agreement.

**THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.**

**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of signature by the NMTD Deputy Cabinet Secretary listed below.**

By: Signed by:  
Brent Jaramillo  
109F84A70BE4435  
Brent Jaramillo, County Manager  
Taos County  
Date: 8/22/2024

Approved for legal sufficiency:

By: DocuSigned by:  
Novela Salazar  
8422D383622C486  
Novela Salazar, General Counsel NMTD  
Date: 8/22/2024

By: DocuSigned by:  
Rayline Sebay  
6122E50AC4444C2  
Rayline Sebay, CPO, ASD NMTD  
Date: 8/22/2024

By: DocuSigned by:  
Jennifer Saavedra  
983BA2BC2F7E403  
Jennifer Saavedra, Deputy Cabinet Secretary NMTD  
Date: 8/22/2024

The records of the Taxation and Revenue Department reflect that the Partner is registered with the Taxation and Revenue Department of the State of New Mexico to engage in business and to report and pay tax from business conducted in New Mexico.

CRS Number: 01-508300004

By: DocuSigned by:  
AnnMarie Lucero  
A1E23200AE074AA  
Taxation and Revenue Department  
Date: 8/23/2024



## **EXHIBIT A**

### **Scope of Work**

#### **Partner Deliverables:**

- A. Provide a mid-point report to Jill Slaby at [Jill.Slaby@td.nm.gov](mailto:Jill.Slaby@td.nm.gov) no later than **December 30, 2024**, to include the following items:
  - a. A record of how all monies granted through this Agreement were spent (to include invoice).
  - b. A record of equivalent matching funds being spent on the project (to include invoices).
  - c. Updated planning and designs including but not limited to:
    - i. Completed Master Plan and Construction Plan; and
    - ii. Any associated documents.
- B. Complete progress meetings with NMTD, providing all information as directed.
  - a. Agree to make every effort to maintain effective communications with NMTD for the term of this agreement.
- C. Provide a final report to Jill Slaby at [Jill.Slaby@td.nm.gov](mailto:Jill.Slaby@td.nm.gov) no later than **June 16, 2025**, to include the following items:
  - a. A record of how all monies granted through this Agreement were spent (to include invoice).
  - b. A record of equivalent matching funds being spent on the project (to include invoices).
  - c. Updated programming and installation including but not limited to:
    - i. Images prior to work, throughout project and images of completed portions of work if applicable; and
    - ii. Finalization of design, development, and installation of educational and interpretive signage; and
    - iii. Original artwork and photography, as licensing allows if applicable.
- D. A copy of the Master Plan.
- E. Include the following acknowledgment of support statement on all materials produced in whole or in part with Grant Funds:
  - a. “Funded [in part] through a Grant with the New Mexico Tourism Department.” For purposes of this requirement, the term “materials” includes, but is not limited to, press releases, brochures, pamphlets, handouts, reports, advertisements, books, curricula, websites, video or audio productions, and similar items. The term “materials” does not include stationery or business cards and NMTD’s logo may not be used on such items.

- b. Partner must obtain prior approval from NMTD for any and all use of the Brand.  
NMTD reserves the right to inspect any usage of the Brand to ensure proper quality and consistency.
- F. All deliverables will be completed by **June 30, 2025**.



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and acceptance of a grant from Department of Finance and Administration in the amount of \$787,500.00 to hire full-time Firefighter and Emergency Medical Technician positions in the Fire and Rescue Department - Mike Cordova, County Fire Chief

---

[House bill 2.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Mike Cordova	<b>Presenters Title</b>	County Fire Chief
<b>Meeting date requesting to be on</b>	09/03/2024	<b>Are there any documents For this item? (all documents must be single sided)</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Commission approval and acceptance of House Bill 2 monies received from the state to pay for 4 new positions in the Fire and Rescue Department.

Please see attached documents.

Signature/Date of person picking up final documents:

REIMBURSING AGENCY: Department of Finance and AdministrationBusiness Unit: 341RECIPIENT:

Taos County

APPROPRIATION NUMBER:

24-ZI5036-55

ALLOCATION AMOUNT:

\$ 787,500.00

REVERSION DATE:

June 30, 2025

ALLOCATION PURPOSE

Seven hundred and eighty seven thousand five hundred dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to \$450,000 the first year, 50% up to \$225,000 the second year, and 25% up to \$112,500 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30<sup>th</sup>, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that Taos County

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

Michael Cordova, Taos County Fire and Rescue Chief 8/13/2024

Local Fire Department Agency

Date

Brent Jaramillo, County Manager

8/13/2024

Authorized Local Governing Body Authority

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24-ZI5036-55 in the amount of \$450,000.

Jeannette Gallegos

8/13/2024

Jeannette Gallegos

Date

Interim Director, Local Government Division



New Mexico  
Department of Finance  
and Administration

Governor Michelle Lujan Grisham

Wayne Propst  
Cabinet Secretary

## FY25 Firefighter Recruitment Fund

DFA invites NM state and local fire departments, including volunteer departments, to apply for funding to recruit firefighters and emergency medical technicians (EMTs) to improve the personnel capacity of fire departments.

### When?

Fire departments must apply for funding from May 15, 2024, through June 15, 2024, at 5 PM.

### How and Where?

Fully completed application must be submitted by June 15<sup>th</sup>, 2024 at 5 PM.

**Application:** <https://forms.office.com/g/A0HvfwBqag>

### FAQ

#### ***What are the intentions of this fund?***

This grant will help departments offset the cost of new firefighters and EMT recruits and help to improve response times, improve ISO ratings, and supplement existing paid and/or volunteer organizations with additional trained responders.

#### ***Can we recruit volunteer firefighters who would like to become full-time?***

Yes. This fund will cover salaries and benefits for newly recruited full-time firefighters and EMTs. Current volunteers or outside recruit applicants are eligible.

#### ***Are benefits for their salaries covered with these funds?***

Yes. You may use the funds to cover salaries and benefits up to the amount you are allocated for salaried firefighters and EMTs.

#### ***Can these funds be used for retention?***

No. These funds are for recruiting and paying for salaries of full-time firefighters or EMTs for state and local departments.

#### ***Can we do recruitment bonuses/incentives to attract people?***

No. These funds are to be used for salaries and benefits only.

#### ***Will the funds go directly to the applying agency?***

No. By law, DFA must allocate funds to the local governing body or state agency, but the allocated money will be identified in the grant agreement for each agency.

#### ***Can volunteer firefighters be paid a salary under this fund?***

No, volunteer firefighters cannot be paid a salary (*Fair Labor Standards Act of 1938, 29 U.S.C. § 203(e)(4)(A) (2019)*). However, eligible volunteers can apply for an opening within the department and become a full-time employee under this grant.

#### ***Can different departments apply under one application?***

No. Each requesting local governing body or state agency should complete their own application and shall have the support of the local governing body.

### Allocation Disbursement

1st Year Allocation - 100%  
2nd Year Allocation - 50  
3rd Year Allocation - 25%

\*\*\*Contingent upon amendment to HB2 during 2025 Legislative Session

### Recruitment Positions

#### **Salaried Local and State Agency funds can be used:**

To recruit firefighters and emergency medical technicians

#### **Type of allowable positions:**

- Uncertified Fire Fighters
- Certified Fire Fighters
- Uncertified EMT's
- Certified EMT's



## **Taos County**

### **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and approval of 4 new positions for the Fire and Rescue Department, the positions will be 3 Firefighter/EMT's and 1 Shift Lieutenant - Mike Cordova, County Fire Chief

---

[Fire positions.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Mike Cordova	<b>Presenters Title</b>	County Fire Chief
<b>Meeting date requesting to be on</b>	09/03/2024	<b>Are there any documents For this Item? <u>(all documents must be single sided)</u></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b>  <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Approval for 4 new positions for the Fire and rescue department, the positions will be for 3 firefighters EMT's and 1 shift lieutenant.

The positions will be paid through a grant from the state for the 1<sup>st</sup> year at 100% , 50% for year 2 and 25% at year 3.

Please see attached documents.

Signature/Date of person picking up final documents:



REIMBURSING AGENCY: Department of Finance and AdministrationBusiness Unit: 341RECIPIENT:

Taos County

<u>APPROPRIATION NUMBER:</u>	<u>ALLOCATION AMOUNT:</u>	<u>REVERSION DATE:</u>
24-ZI5036-55	\$ 787,500.00	June 30, 2025

ALLOCATION PURPOSE

Seven hundred and eighty seven thousand five hundred dollars and zero cents over three years to be utilized in accordance with the provisions of HB2 to hire full time firefighter and emergency medical technician positions. The first allocations will be disbursed at 100% within 5 business days of acceptance of this agreement to include approval of the local governing body.

ALLOCATION DISBURSEMENT

The allocated funds will be disbursed over a three-year period, contingent upon amendment to HB2 during the next legislative session. Specifically, disbursements will occur as follows 100% up to \$450,000 the first year, 50% up to \$225,000 the second year, and 25% up to \$112,500 the third year. The Allocation Recipient will submit to the Department of Finance & Administration this signed document and evidence of approval of the local governing body. Disbursements of funds will be made within 5 business days of receipt of the signed agreement and evidence of approval of the local governing body.

Funds for the first disbursement must be expended by June 30, 2025; the second 50% disbursement will be made in July 2025 to be expended by June 30<sup>th</sup>, 2026; and the last disbursement of 25% will be made in July 2026 to be expended by June 30, 2027. Any amount not expended in each of the three years will be returned to the State of New Mexico, Department of Finance and Administration in the year that it is scheduled for reversion. All expenditures must occur prior to the reversion date.

The Allocation Recipient agrees to submit quarterly reports using Exhibit A, Firefighter/EMT Recruitment Report, providing updates on the hiring of officer positions.

CERTIFICATION

I hereby certify that Taos County

1. Will only use the allocated funds to carry out and/or perform activities described in allocation language.
2. Will follow the procedure described in "Allocation Reporting" of allocated funds.

*Michael Cordova, Taos County Fire and Rescue Chief* 8/13/2024

07E2A9272140BE7  
Signed by: Local Fire Department Agency

Date

*Brent Jaramillo, County Manager*

8/13/2024

109F84A70BE8435  
Authorized Local Governing Body Authority

Date

APPROVAL

In accordance with the authority conferred on the Department of Finance & Administration by the statute appropriating these funds, I hereby approve this certification for appropriation number 24-ZI5036-55 in the amount of \$450,000.

*Jeannette Gallegos*

8/13/2024

020E740B7330AC7  
Jeannette Gallegos

Date

Interim Director, Local Government Division



New Mexico  
Department of Finance  
and Administration

Governor Michelle Lujan Grisham

Wayne Propst  
Cabinet Secretary

## FY25 Firefighter Recruitment Fund

DFA invites NM state and local fire departments, including volunteer departments, to apply for funding to recruit firefighters and emergency medical technicians (EMTs) to improve the personnel capacity of fire departments.

### When?

Fire departments must apply for funding from May 15, 2024, through June 15, 2024, at 5 PM.

### How and Where?

Fully completed application must be submitted by June 15<sup>th</sup>, 2024 at 5 PM.

**Application:** <https://forms.office.com/g/A0HvfwBqag>

### FAQ

#### ***What are the intentions of this fund?***

This grant will help departments offset the cost of new firefighters and EMT recruits and help to improve response times, improve ISO ratings, and supplement existing paid and/or volunteer organizations with additional trained responders.

#### ***Can we recruit volunteer firefighters who would like to become full-time?***

Yes. This fund will cover salaries and benefits for newly recruited full-time firefighters and EMTs. Current volunteers or outside recruit applicants are eligible.

#### ***Are benefits for their salaries covered with these funds?***

Yes. You may use the funds to cover salaries and benefits up to the amount you are allocated for salaried firefighters and EMTs.

#### ***Can these funds be used for retention?***

No. These funds are for recruiting and paying for salaries of full-time firefighters or EMTs for state and local departments.

#### ***Can we do recruitment bonuses/incentives to attract people?***

No. These funds are to be used for salaries and benefits only.

#### ***Will the funds go directly to the applying agency?***

No. By law, DFA must allocate funds to the local governing body or state agency, but the allocated money will be identified in the grant agreement for each agency.

#### ***Can volunteer firefighters be paid a salary under this fund?***

No, volunteer firefighters cannot be paid a salary (*Fair Labor Standards Act of 1938, 29 U.S.C. § 203(e)(4)(A) (2019)*). However, eligible volunteers can apply for an opening within the department and become a full-time employee under this grant.

#### ***Can different departments apply under one application?***

No. Each requesting local governing body or state agency should complete their own application and shall have the support of the local governing body.

### Allocation Disbursement

1st Year Allocation - 100%  
2nd Year Allocation - 50  
3rd Year Allocation - 25%

\*\*\*Contingent upon amendment to HB2 during 2025 Legislative Session

### Recruitment Positions

#### **Salaried Local and State Agency funds can be used:**

To recruit firefighters and emergency medical technicians

#### **Type of allowable positions:**

- Uncertified Fire Fighters
- Certified Fire Fighters
- Uncertified EMT's
- Certified EMT's



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding the approval of a Change Order Request for structural shoring due to water damage at the Historic County Courthouse - Richard Sanchez, Project Manager

---

[Change Order.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Richard J Sanchez	<b>Presenters Title</b>	Project Manager
<b>Meeting date requesting to be on</b>	9-3-24	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Change order request for structural shoring required due to water damage

Signature/Date of person picking up final documents:

*Richard J Sanchez*



**PCCO #002**

Franken Construction Co Inc

**Project:** TCHCOURT - Taos County Courthouse  
121 North Plaza  
Taos, New Mexico 87571  
Phone: 575-737-6300

## Prime Contract Change Order #002: CE #005 - Existing Facility St

<b>TO:</b>	Taos County 105 Albright Street, Ste. G Taos, New Mexico 87571	<b>FROM:</b>	Franken Construction Company- General 1025 Douglas Avenue Las Vegas, New Mexico 87701
<b>DATE CREATED:</b>	8/27/2024	<b>CREATED BY:</b>	Rusty Hiers (Franken Construction Company-)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	1:Prime Contract	<b>TOTAL AMOUNT:</b>	\$115,493.08
<b>DESCRIPTION:</b> CE #005 - Existing Facility Structural Shoring			

### ATTACHMENTS:

#### CHANGE ORDER REQUESTS IN THIS CHANGE ORDER:

COR #	Title	Schedule Impact	Amount
002	CE #005 - Existing Facility St		\$115,493.08
<b>Total:</b>			\$115,493.08

#### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
002	CE #005 - Existing Facility St		\$115,493.08
<b>Total:</b>			\$115,493.08

The original (Contract Sum)	\$1,592,695.00
Net change by previously authorized Change Orders	\$2,153,844.16
The contract sum prior to this Change Order was	\$3,746,539.16
The contract sum would be changed by this Change Order in the amount of	\$115,493.08
The new contract sum including this Change Order will be	\$3,862,032.24
The contract time will not be changed by this Change Order.	

Taos County  
105 Albright Street, Ste. G  
Taos, New Mexico 87571

Franken Construction Company-  
General 1025 Douglas Avenue  
Las Vegas, New Mexico 87701

8/27/24

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



Franken Construction Co Inc

Project: TCHCOURT - Taos County Courthouse  
121 North Plaza  
Taos, New Mexico 87571  
P: 575-737-6300

CHANGE EVENT #005 - Existing Facility Structural Shoring

Origin:		Created By:	Rusty Hiers
Date Created:	8/27/2024	Scope:	Out of Scope
Status:	Pending	Change Reason:	Existing Condition
Type:	Owner Change		
Description:			
Attachments:			

CHANGE EVENT LINE ITEMS

Revenue										Cost					Over/ Under	Budget Mod.
Budget Code	Vendor / Contract	UOM	QTY	Unit Cost	ROM	Prime PCO	Latest Price	QTY	Unit Cost	ROM	RFQ	Comm.	Latest Cost	Under		
01-5200.O Construction Facilities, Other	Winter Finishes, LLC		1.0	\$87,040.00	\$87,040.00	\$87,040.00	\$87,040.00	1.0	\$87,040.00	\$87,040.00			\$87,040.00		\$0.00	
Description: Setup and removal for structural shoring at the office due to failed roof																
01-5600.O Temporary Barriers Enclosures, Other	Franken Construction Company-		3000.0	\$0.75	\$2,250.00	\$2,250.00	\$2,250.00	3000.0	\$0.75	\$2,250.00			\$2,250.00		\$0.00	
Description: Protection of Existing Flooring																
01-0200.O BOND, Other	Franken Construction Company-		1.0	\$1,339.35	\$1,339.35	\$1,339.35	\$1,339.35	1.0	\$1,339.35	\$1,339.35			\$1,339.35		\$0.00	
Description: Bond 1.5%																
01-0300.O Permit, Other	Franken Construction Company-		1.0	\$1,359.44	\$1,359.44	\$1,359.44	\$1,359.44	1.0	\$1,359.44	\$1,359.44			\$1,359.44		\$0.00	
Description: Insurance 1.5%																
01-2100.O Allowances, Other	Franken Construction Company-		1.0	\$13,798.32	\$13,798.32	\$13,798.32	\$13,798.32	1.0	\$13,798.32	\$13,798.32			\$13,798.32		\$0.00	
Description: Fee 15%																

Budget Code	Vendor / Contract	UOM	QTY	Revenue				Cost					Over/ Under	Budget Mod.	
				Unit Cost	ROM	Prime PCO	Latest Price	QTY	Unit Cost	ROM	RFQ	Comm.			Latest Cost
01-0100.O TAX. Other			1.0	\$9,705.97	\$9,705.97	\$9,705.97	\$9,705.97	1.0	\$9,705.97	\$9,705.97			\$9,705.97	\$0.00	
Description: NMGRT 9.1750%															
Grand Totals				\$115,493.08	\$115,493.08	\$115,493.08	\$115,493.08		\$115,493.08	\$0.00	\$0.00	\$115,493.08	\$0.00	\$0.00	

# Winter Finishes LLC

## Price Quote

<b>To:</b> Franken Construction 3424Stanford Dr NE Albuquerque, NM	<b>Job:</b> Historic Taos County Court House
--	--

**ATTN:** Rusty Hiers

**Date:** 8/22/2024

**From:** Ramon Sandoval

**Description of work:** Provide and install Scaffolding

**Price:**

Provide and install scaffolding North, East & West to 2nd Floor and roof top where adobe wall is falling apart, Subsistance, Clean-up & Supervision	\$87,040
Scaffold Rental per Month for (12 Months)	\$4,200

<b>Total Price</b>	<b>\$87,040</b>
--------------------	-----------------





# Taos County

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Approval of a Budget Adjustment to appropriate funds to cover the increase in annual contract expenses for Honeywell and TK Elevator Contracts - Emily Rowlinson-Elliott, Finance Director

---

[BAR Honeywell TK Elevator.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Emily Rowlinson-Elliott	<b>Presenters Title</b>	Finance Director
<b>Meeting date requesting to be on</b>	09/03/2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b>  <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b>  <i>If item does need Legal approval it must be submitted their first.</i>	

## PPROVAL OF A BUDGET ADJUSTMENTS AGENDA ITEM DESCRIPTION

Approval of a budget adjustment to appropriate funds cover the increase in annual contract expenses for Honeywell and TK Elevator contracts.

Fund: 0411

BAR Amount: \$70,000.00

Signature/Date of person picking up final documents:



BUDGET LINE ITEM ADJUSTMENT  
FY 24/25 Final Budget

BA # Finance		Date: 5/7/2024						
Control #	Line Item Number	Line Item Description	Debit (In)	Credit (Out)	Description	Curr Budget	Adj Budget	Initials
BA-1	0411-1778-48023	COMPUTER MAIN & EQUIP.			To appropriate funds cover the increase in annual contract expenses for Honeywell and TK Elevator contracts.	200,000.00	130,000.00	
BA-3	04111778-44020	MAINTENANCE CONTRACTS	\$ 70,000.00	\$ 70,000.00		170,000.00	240,000.00	
BA-2								
BA-4								
BA-9								
BA-11								
BA-12								
BA-13								
BA-14								
BA-15								
BA-16								
BA-17								
TOTALS THIS PAGE			70,000.00	70,000.00		370,000.00	370,000.00	

Page No. 1 of 1

8/29/24

County Chair Approval

Reviewed by: Department Head

Date

Attested by: Taos County Clerk

Date

Reviewed by: Finance Department

Date

Reviewed by: County Manager

Date

Batch No. Entered By: Date



# Taos County

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Approval of a Budget Adjustment to allocate funds to the appropriate fund for the purchase of a new motor for the Senior Center vehicle repair - Emily Rowlinson-Elliott, Finance Director

---

[BAR senior center vehicle.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Emily Rowlinson-Elliott	<b>Presenters Title</b>	Finance Director
<b>Meeting date requesting to be on</b>	09/03/2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <b><i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i></b>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <b><i>If item does need Legal approval it must be submitted their first.</i></b>	

## APPROVAL OF A BUDGET ADJUSTMENTS AGENDA ITEM DESCRIPTION

Approval of a budget adjustment to allocate funds to the appropriate fund for the purchase of a new motor for Senior Center vehicle repair.

Fund: 0219

BAR Amount: \$7,500.00

Signature/Date of person picking up final documents:



**BUDGET LINE ITEM ADJUSTMENT  
FY 24/25 Final Budget**

BA # Finance					Date: 5/7/2024			
Control #	Line Item Number	Line Item Description	Debit (In)	Credit (Out)	Description	Curr Budget	Adj Budget	Initials
BA-1	0219-0185-44040	MAINTENANCE VEHICLE/FURN/EQUIP		\$ 7,500.00	To allocate funds to the appropriate fund for the purchase of a new motor for Senior Center vehicle repair.	7,500.00	-	
BA-3	0219-0195-44040	MAINTENANCE VEHICLE/FURN/EQUIP	\$ 7,500.00			-	7,500.00	
BA-2								
BA-4								
BA-9								
BA-11								
BA-12								
BA-13								
BA-14								
BA-15								
BA-16								
BA-17								
TOTALS THIS PAGE			7,500.00	7,500.00		7,500.00	7,500.00	

Page No. 1 of 1

County Chair Approval

Date

Reviewed by: Department Head

Date

Reviewed by: Finance Department

Date

Attested by: Taos County Clerk

Date

Reviewed by: County Manager

Date

Batch No.

Entered By:

Date



## **Taos County**

### **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding the approval of contract TCC 2024-31 FacilityBuild Inc for the completion of classrooms, storage area and install lighting in the arena area at the Juan I Gonzales Agricultural Center Gilberto Jaramillo, Facilities Director

---

[TCC 2024-31.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Gilberto Jaramillo	<b>Presenters Title</b>	Facilities Director
<b>Meeting date requesting to be on</b>	9/3/24	<b>Are there any documents For this item? <u>(all documents must be single sided)</u></b>	X Yes      No
<b>Will action be needed on this item?</b>	X Yes      No	<b>Are there signatures required on the documents?</b>	X Yes      sd No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	Yes      No  X N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion, consideration, and decision:

Contract: TCC 2024-31 FacilityBuild Inc – Completion of classrooms, storage area, and install lighting in the arena area.

Cost: \$398,122.30 (inclusive of GRT)

Purpose: Contractor will provide all labor, materials, and permitting to complete the classrooms, storage area and install new lighting in the Arena area at the Juan I Gonzales Agricultural Center.





No. TCC 2024-31

## CONTRACT

This Contract is hereby made and entered into by and between **Taos County**, a political subdivision of the State of New Mexico (hereinafter "**County**") and **FacilityBuild Inc.**, (hereinafter "**Contractor**"). For good and valuable consideration and in consideration of the provisions set forth below, the parties agree as follows:

1. **Scope of Work.** Contractor shall provide all labor, materials, equipment, and permitting as required to complete the classrooms, storage area and install new lighting in the Arena area at the Juan I Gonzales Agricultural Center located at 202 Chamisa Rd, Taos, NM as described in greater detail in the Facility Build Cost Breakdown dated 7/26/2024, attached hereto as Exhibit 1, and incorporated herein for all purposes.
2. **Compensation.** Contractor shall provide all labor and materials to perform the scope of work described in this contract for an amount not to exceed **\$398,122.30**, inclusive of New Mexico gross receipts tax (GRT). Contractor shall pay applicable GRT. Certified payroll records will be submitted monthly to Elsa Vigil at 105 Albright St. Ste., I, Taos, NM 87571.

Contractor shall invoice County by delivering an invoice to Richard Sanchez, 105 Albright St. Ste., G, Taos, NM 87571. Within 15 days of receipt the invoice shall be certified for payment or notify Contractor of any defect in the invoice or the work. If payment is by mail, the date of tender shall be the postmark date.

Satisfactory completion of the work will be determined by inspection by Richard Sanchez, Construction Administrator, to ensure that the work is completed in accordance with the scope of work described herein. In the event that the work is found to be non-compliant with either local, state or federal codes, regulations, or laws, and/or the scope of work, Contractor will be notified in writing and given 10 working days to cure the defects.

3. **Miscellaneous.**
  - A. **New Mexico Department of Work Force Solutions and United States Department of Labor Requirements:** Contractor shall comply with all applicable laws, regulations and rules of the New Mexico Department of Workforce solutions and the United States Department of Labor.
  - B. **Time to Commence and Complete Work.** Contractor shall commence work when it has received an email notice to proceed from Richard Sanchez, Construction Manager, or such other representative as the County Manager shall designate from time to time. Contractor shall have until December 31, 2024 to complete the work.
  - C. **Performance and Payment Bonds:** Contractor shall obtain and present to County performance and payment bonds from a surety company authorized to do business in New Mexico in the amount of **\$398,122.30** within seven days of the date this Contract is signed by County acceptable to County in its sole discretion. If Contractor fails to do so, County may, in its sole discretion declare this Contract null and void or give Contractor such additional time to obtain and present the performance and payment bonds as it deems appropriate. If County grants contractor additional time, County shall continue to have the

right to declare this Contract null and void if Contractor fails to obtain and present the performance and payment bonds in the additional time granted. In no event shall Contractor provide any materials or services pursuant to this Contract until the performance and payment bond have been accepted by County and in no event shall County have any obligations to Contractor pursuant to this Contract until the performance and payment bonds have been accepted by County.

4. **Warranty.** Contractor warrants that all materials and services supplied pursuant to this Contract shall meet the specifications contained in the Contract and exhibits and in addition shall comply with industry standards and be of merchantable quality and suitable for the purposes for which they are intended. The contractor warrants to the Owner/Client that the construction shall be new unless otherwise specified, of food commercial quality, in conformance with the Contract Documents and free of defects in materials and workmanship for one (1) year from substantial completion.
5. **Appropriations.** This contract is funded in part by funds made available under loan proceeds and Fire Protection Funds. This Contract is contingent upon there being sufficient funds available for County to appropriate funds to make payments pursuant to this Contract. County shall be the sole and final determiner, in its sole discretion, of whether sufficient funds are available to appropriate funds for this Contract.
6. **Term.** This Contract shall be effective from the date last signed by all parties through December 31, 2024 unless terminated earlier pursuant to its terms.

7. **Termination.**  
County may terminate the Contract with or without cause at any time in the County's sole discretion by giving written notice to the Contractor of termination, which shall occur no less than 30 calendar days after the date of notice and shall specify the effective date thereof.

Termination shall be by written notice that shall be hand delivered or mailed (certified mail, return receipt requested). If notice is by mail, the effective date of notice will be deemed to be three (30) calendar days from the date of the postmark. If notice is hand delivered, notice of termination is effective as of the time of delivery to the Contractor or Contractor's place of business, or to the County Manager.

In no event shall termination nullify obligations of either party incurred prior to the effective date of termination.

8. **Indemnification.** Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold County and County's employees, agents, independent contractors and representatives harmless from damages and losses arising from the subject matter of this Contract whether such damages are based in tort, contract, statute, any other category of law or in equity. Contractor's obligation pursuant to this paragraph is specifically intended to extend to, but is not limited to, all claims for any damages sustained by Contractor, its employees, independent contractors, agents or other representatives while engaged in the performance of this Contract
9. **Required Insurance.** Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's

compensation insurance and will make Taos County additional insured. Contractor shall provide the County with a Certificate of Insurance establishing to the County's satisfaction that all insurance is in effect for the term of this contract before commencing work.

10. **Limitation of Liability.** County shall have no liability to Contractor for any matter relating in any way to the subject matter of this Contract except for the compensation provided for herein, whether such liability is in contract, tort, statute, any other category of law or in equity. There shall be no liability for compensation that has not yet been earned pursuant to the terms of this Contract or for consequential damages.
11. **Required Licenses and Permits.** Contractor shall maintain liability insurance in an amount at least equal to the damage limits set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended). Contractor shall maintain employee's liability and workmen's compensation insurance and will make County an additional insured. Contractor shall provide the County with a Certificate of Insurance establishing to the County's satisfaction that all insurance is in effect for the term of this contract before commencing work.
12. **Work Product.** All work and work product produced under this Contract shall be and remain the exclusive property of County and Contractor shall not use, sell, disclose or otherwise make available to anyone (individual, corporation, legal entity or organization), other than County, any such work or work product or copies thereof.
13. **Confidentiality.** Any information learned, given to, or developed by Contractor in the performance of this Contract shall be kept confidential and shall not be made available or otherwise released to anyone (individual, corporation, legal entity or organization) without the prior written approval of the County.
14. **Status of Contractor.** Contractor acknowledges that Contractor is an independent contractor and as such neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall be considered employees or agents of County nor shall they be eligible to accrue leave, retirement benefits, insurance benefits, or any other benefits provided to County employees.
15. **Non-Agency.** Contractor agrees not to purport to bind County to any obligation not assumed herein by County, unless Contractor has express written approval and then only within the limits of that express authority.
16. **Worker's Compensation.** Contractor acknowledges that neither Contractor, Contractor's employees, independent contractors, agents nor representatives shall have any claim whatsoever to worker's compensation coverage under County's policy.
17. **Taxes.** Contractor acknowledges that Contractor, and Contractor alone, shall be liable to the state and federal government(s) and/or their agencies for income and self-employment taxes required by law and that County shall have no liability for payment of such taxes or amounts.
18. **Records and Audit.** Contractor shall keep, maintain and make available, to County, all records, invoices, bills, etc. related to performance of this Contract for a period of no less than three (3) years after the date of final payment. If federal grant funds are used to pay under this contract, Contractor shall retain all records for the period of time under which OMB Circular

102-A shall apply. Said records shall be available for inspection, audit and/or copying by County or its authorized representative or agent, including federal and/or state auditors.

19. **Conflict of Interest and Governmental Conduct Act.** Contractor warrants that Contractor presently has no interest or conflict of interest and shall not acquire any interest or conflict of interest, which would conflict with Contractor's performance of services under this contract. Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, public employee or former public employee have been followed.
20. **Non-Discrimination.** Contractor agrees that Contractor, Contractor's employees, independent contractors, agents and representatives shall comply with all federal, state and local laws regarding equal employment opportunities, fair labor standards, and other non-discrimination and equal opportunity compliance laws, regulations and practices.
21. **Assignment and Subcontracting.** Contractor shall not assign, transfer or subcontract any interest in this Contract or attempt to assign, transfer or subcontract any claims for money due under this Contract without the prior written approval of County.

Independent contractors may only be hired by Contractor pursuant to a written contract that incorporates this Contract by reference and by which such independent contractors agree to be bound by the terms of this Contract. Executed copies of such contracts shall be provided to County by Contractor before such independent contractors commence work.

**22. Events of Default and Remedies.**

- A. **Default.** If either party fails to fulfill its obligations under this Contract in a timely and proper manner, or if either party violates any material covenant, agreement or stipulation of this Contract, the other party shall have the right to terminate the Contract by giving written notice of termination which shall occur not less than 30 calendar days after the date of notice, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior to the effective date of termination. The notice shall specify the effective date of the termination and the reasons therefore. County may withhold payment for services that are in default until such default is cured.
- B. **Remedies Upon Default.** Upon failure by a party to cure a default following notice and opportunity to cure as specified herein, the non-defaulting party may:
  - i) Terminate this Agreement with no further obligation to the defaulting party except those incurred prior to the effective date of termination;
  - ii) File suit in a court of competent jurisdiction for such damages and remedies as are available in law or equity, including costs and reasonable attorney's fees, which may include the reasonable value of services provided by the County legal department as though such services had been provided by outside counsel.; or
  - iii) Waive the default and proceed with performance under the terms of the Agreement.
- C. The failure of a party to pursue any remedy provided for in this section shall not be construed as a waiver by that party of the default or breach except as expressly stated and shall not constitute a waiver of any other default or provision of the

Agreement. The remedies in this section are intended to be cumulative, and a party may pursue; one or more or any combination of the remedies provided for in this section.

23. **Severability.** In the event that a court of competent jurisdiction rules that any provision of this Contract is void, voidable or otherwise unenforceable, all other provisions shall remain in full force and effect that are not inconsistent with the court's ruling.
24. **Sole Contract.** This Contract, including all exhibits whether attached hereto or incorporated herein by reference, incorporates all of the agreements and understandings between the parties involving the Scope of Work contained herein. No prior agreement(s) or understanding(s), verbal or otherwise, shall be valid or enforceable unless embodied in this Contract.
25. **Survival.** All terms of this Contract that as a practical matter would require actions by either party after the expiration, termination or voiding of this Contract to effectuate those terms, shall survive such expiration, termination or voiding.
26. **Amendment.** This Contract shall not be altered, changed, modified or amended, except by instrument, in writing, executed by all parties.
27. **Applicable Law.** This Contract shall be governed by the Laws of the State of New Mexico.
28. **Jurisdiction and Venue.** Any legal proceeding arising out of the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity, shall be brought before the Eighth Judicial District Court, Taos County, State of New Mexico. Contractor hereby agrees that such court shall have jurisdiction over it and that venue shall be proper in such court.
29. **Illegal Acts.** Pursuant to Sec. 13-1-191, N.M.S.A. 1978 (as amended), it shall be unlawful for any Contractor to engage in bribery, offer gratuities with the intent to solicit business, or offer or accept kickbacks of any kind. All other similar act(s) of bribes, gratuities and/or kickbacks are likewise hereby prohibited. Contractor warrants and represents that it has not engaged in and will not engage in such activity.
30. **Release.** Contractor agrees that, upon final payment of the amount due under this Contract, Contractor releases County from all liability, claims and/or obligations whatsoever arising from the subject matter of this Contract, whether based in contract, tort, statute, other category of law or in equity.
31. **Contact Information for Parties.** The contact information for the parties to this Contract is as set out in this paragraph. Unless such information is changed in writing, all notices or other communication pursuant to this Contract shall be through the contact information in this paragraph.

**County**  
**Richard Sanchez, Construction Manager**  
**105 Albright St. Ste. G**  
**Taos, NM 87571**  
**575-779-7922**  
**Email: richard.sanchez@taoscounty.org**

**Contractor**  
**Robert Pino, Project Manager**  
**5904 Florence Avenue NE**  
**Albuquerque, NM 87113**  
**505-410-0182**  
**Email: rpino@facilitybuild.com**

32. **Authority.** The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

**Signed and Agreed:**

**Taos County**

**Contractor**

\_\_\_\_\_  
**F.R. Bob Romero, Chair**

*Brian Kilcup*

Brian Kilcup (Aug 22, 2024 08:09 MDT)

\_\_\_\_\_  
**Brian Kilcup, CEO**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

# FacilityBUILD DESIGN • BUILD • ON-CALL

**Cost Proposal Project Name:** Taos County Juan I. Gonzales Ag Center Renovation

**Physical Job Address:** 202 Chamisa Rd

**Cost Breakdown (Per CSI Division 1-16):**

<b>Div: 1</b>	<b>General Requirements: Construction Design and Engineering (if applicable), Building Construction Permits, General Liability and Builders Risk Insurance, Project Management and Coordination, Weekly Construction Progress Documents, Construction Administration, Submittals, Product Approval Process, Quality Assurance and Quality Control Inspections, Temporary Facilities and Utilities, Waste Management, Regulatory</b>	<b>\$54,405.25</b>
<b>Div: 2</b>	<b>Site work/Demolition: N/A</b>	<b>\$0.00</b>
<b>Div: 3</b>	<b>Concrete: N/A</b>	<b>\$0.00</b>
<b>Div: 4</b>	<b>Masonry: NA</b>	<b>\$0.00</b>
<b>Div: 5</b>	<b>Metals: NA</b>	<b>\$0.00</b>
<b>Div: 6</b>	<b>Wood &amp; Plastics: NA</b>	<b>\$0.00</b>
<b>Div: 7</b>	<b>Thermal/Moisture: Provide labor and material install R-11 unfaced insulation at various</b>	<b>\$5,798.02</b>
<b>Div: 8</b>	<b>Doors &amp; Windows: NA</b>	<b>\$0.00</b>
<b>Div: 9</b>	<b>Finishes: Provide labor and material to frame in new walls to divide the classrooms, sheetrock exterior and interior walls, tape bed and texture walls, install new acoustical ceilings, prime and paint walls, install new AHF sheet vinyl with welded seams, skim coat for new flooring.</b>	<b>\$79,279.47</b>
<b>Div: 10</b>	<b>Specialties: NA</b>	<b>\$0.00</b>
<b>Div: 11</b>	<b>Equipment: NA</b>	<b>\$0.00</b>
<b>Div: 12</b>	<b>Furnishings: N/A</b>	<b>\$0.00</b>
<b>Div: 14</b>	<b>Special Construction: N/A</b>	<b>\$0.00</b>
<b>Div: 15-3</b>	<b>Plumbing: N/A</b>	<b>\$0.00</b>
<b>Div: 15-4</b>	<b>Fire Protection Systems: Provide labor and material to adjust sprinkler heads to accommodate new acoustical ceilings</b>	<b>\$17,760.00</b>
<b>Div: 15-5</b>	<b>Mechanical: Provide labor and material to install new RTU unit with curbs and adaptors as needed, install new ductwork, diffusers, run new gas line to new RTU. Provide engineering for HVAC.</b>	<b>\$83,430.27</b>
<b>Div: 16</b>	<b>Electrical: Provide labor and material to rough-in new electrical for new specified lighting in the rooms, run new power to new RTU, run new conduit for new lighting in the open Arena. Install new lighting in the arena.</b>	<b>\$129,673.32</b>
<b>Div: 16-6</b>	<b>Fire Alarm/Data:</b>	<b>\$0.00</b>
		<b>\$370,346.33</b>
<b>NM GRT @ 7.5000%</b>		<b>\$27,775.97</b>
<b>TOTAL</b>		<b>\$398,122.30</b>

TCC 2024-31  
Exhibit 1



# Taos County

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding the approval of purchase of Phase II for upgrade to existing audio-visual system in the Taos County Commission Chambers procured a sole source with the MIS (0101-1200) fund. - Elsa Vigil, Procurement Officer

---

[Chambers Tech.pdf](#)



# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Elsa Vigil	<b>Presenters Title</b>	Chief Procurement Officer
<b>Meeting date requesting to be on</b>	September 3, 2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b>  <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b>  <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion, consideration, and decision regarding approval of purchase of Phase II for upgrade to existing audio-visual system in the Taos County Commission Chambers procured as sole source with the MIS (0101-1200) fund. The total Amount of purchase is \$75,251.84 exclusive of NMGRT.

See attached documents.

Signature/Date of person picking up final documents:

**Elsa Vigil**

---

**From:** GSD.SPDInfo@state.nm.us  
**Sent:** Friday, August 16, 2024 12:01 AM  
**To:** Elsa Vigil  
**Subject:** Sole Source #50-C0031-24-CP277 - 30 Days

Your Sole Source #**50-C0031-24-CP277** notice of intent to award has been posted for 30 days **without protest**.

The status has been changed from "Pending" to "No Protest."

Passing the 30-day posting period does **not** mean your contractor can begin work. It **only** means the procurement method has been approved.

-----  
GSD/SPD State Purchasing Division

GSD.SPDInfo@state.nm.us

\$ASSIGNEDNAME\$

\$ASSIGNEDEMAIL\$



## SOLE SOURCE JUSTIFICATION REQUEST FORM PURSUANT TO NMSA 1978 SECTION 13-1-126.1 (2013)

**Date:** July 16, 2024

**Vendor Name:** Sharp Electronics Corporation

**Address:** 100 Paragon DR  
Montoval, NJ 07645-1780

**Amount of Prospective Contract:** \$75,251.84 exclusive of GRT

**Term of Prospective Contract:** 1 Year

**Please list the proposed nature and quantity of the service, construction or item of tangible personal property to be contracted for:**

Sharp Electronics Corporation were selected to provide services to upgrade the existing audio-visual system Phase I located in the Taos County Commission Chambers through the quotation process and a contract was approved by the Taos County Commission in August 2023.

The goal with Phase I of this upgrade was to attempt to cut out the bad equipment and restore the system to its original health. After completion of Phase I, we discovered additional systems were contributing to the issues experienced by the end users and were identified. Therefore, Taos County is pursuing to move forward with Phase II to restore the audio-visual system to resolve the issues experienced and identified.

It is crucial that Sharp Electronics Corporation remains the sole vendor in providing end-to-end services that seamlessly integrate with the existing infrastructure of the equipment installed in Phase I to ensure a cost-effective and efficient transition to complete Phase II. The interest of Taos County will be best served and be in the best interest by continuing with this vendor.

If Taos County were to seek any new vendors for this project, it is likely that the costs to Taos County would increase due to requote and potentially replacement of all equipment installed in Phase I. Since the basic services and install has been done by this vendor as well as the design of the system, any new vendor would request/seek higher cost as to the result of duplication of work product for this project.

**Please explain why this vendor is the only available source from which to obtain this product or service:**

The company has affirmed (memo from vendor attached) that there is no other source for this item/service. Our search for possible vendors proved futile; or

Other reason, please explain in full. Attach additional sheets if necessary.

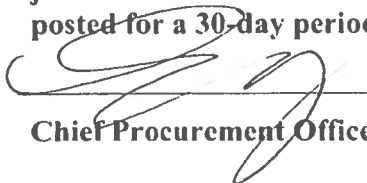
*Sharp Electronics Corporation have provided services to Taos County for this project with their knowledge and expertise as to the system installation for Phase I since Sharp supplied the original upgrade, designed the complete system, and hold all warranties for newly added equipment. Retention of new vendor at this point would result in duplication of work and increased costs to Taos County.*

**Please explain the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. Attach additional sheets if necessary.**

*Taos county has been provided services by Sharp Electronics for this system in August 2023. It is likely that any new vendor would seek/request higher costs in result of duplication of work for this project.*

**APPROVALS:**

Based on the above facts, the Purchasing Department has made the determination the justification for the Sole Source procurement is in accordance with §13-1-126 and will be posted for a 30-day period prior to award.

 07/16/2024  
Chief Procurement Officer Date

Pursuant to §13-1-126, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no objections to award to the above referenced contractor were received.

 08/16/2024  
Chief Procurement Officer Date

Taos County

# Memorandum

**To:** County Manager & County Commissioners

**From:** Collin E. Miller, MIS Director

**cc:** Elsa Vigil, Chief Procurement Officer

**Date:** 5/14/2024

**Re:** AV System in Commission Chambers (Phase II)

This memorandum is to inform you of the status and considerations regarding the AV system upgrade for Taos County. Phase I of the project, which included the installation of onsite equipment, was successfully completed by Sharp Business Systems. The goal with Phase I was to attempt to cut out the bad equipment and restore the system to its original health. After completion of Phase I we discovered additional systems were contributing to the issues experienced by the end users.

To rectify this, I am proposing Phase II, it is crucial to note that Sharp Business Systems remains the sole vendor capable of providing end-to-end services that seamlessly integrate with the existing infrastructure of the equipment installed in Phase I. Opting for a different vendor at this stage would result in significantly higher costs, as they would need to requote and potentially replace all equipment installed during Phase I. Given the specialized nature of these AV System services, it is recommended that Taos County continues its partnership with Sharp Business Systems to ensure a cost-effective and efficient transition to complete Phase II and enter a standard, yearly maintenance agreement to keep the new system at full health.



# SBS Solutions Proposal

July 9, 2024

To whom it may concern.

Sharp, as the chosen vendor for the Council Chamber upgrade for Phase 1, understands we are the only option for Phase 2 of the project. As we are the designers of the solution it is recognized as a sole source request for us to finish what we started in Phase 1. Sharp provided the original design of the complete system, hold all warranties for newly added equipment, and are able to provide a service contract to cover all installed equipment.

The knowledge of the setup and upgrades from Phase 1 will enable Sharp to quickly and efficiently complete Phase 2 since it was all planned by Sharp. The equipment and modifications in Phase 2 were recommended by Sharp to ensure a completed rebuild of the current audio/video setup in the Council Chambers.

Sincerely,

Michal Hurula  
Sales Manager  
Sharp Business Systems  
New Mexico

## Business solutions are in our DNA

We solve business challenges of our customers with innovative technology and solutions through local, caring people and turn our customers into fans by exceeding their expectations.

## Local support + national resources + global innovator

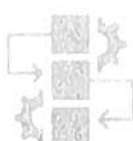
Sharp Business Systems (SBS) is the direct sales organization of Sharp Electronics Corporation. SBS is comprised of a select group of branches that has been chartered to develop a new standard of office technology excellence. Our U.S. branches combine the resources of a multi-billion-dollar parent company in Sharp Corporation and the value of local representation, local management and community relationships. On September 15, 2022, Sharp Corporation celebrated its 110-year anniversary.

## One-stop shop for your technology needs

When you choose Sharp Business Systems, you get a provider that understands your organization's technology needs. Other companies may provide similar products, but what makes us unique is our vast range of office equipment, pro AV products, software applications and professional services blended with our desire to craft solutions that improve the way you do business.



Document  
Management



Workflow  
Integrations



Managed Print  
Services



Service & Support



Managed IT  
Services



Dynabook  
Laptops



Unified  
Communications



Pro AV/Collaboration  
Displays



# Technology Solution Proposal

*Prepared Specifically For*

## **Taos County Administration**

105 Albright Street

Taos, NM 87571

Contact: Collin Miller

(575) 737-6467

*Prepared By*

Stephen Ryan

Sharp Business Systems

[sryan@sharpsec.com](mailto:sryan@sharpsec.com)



# Proposed Technology

Qty.	Description	Model	Price	Ext. Price
1	NETGEAR 28PT M4350-24X4V MANAGED SWITCH	XSM4328CV	\$3,957.65	\$3,957.65
1	Extron MediaPort 300 AV to USB Bridge	60-1873-01	\$3,376.92	\$3,376.92
1	C2G 1-Port USB-C Extender Transmitter to Receiver Kit - USB 3.2 Gen 1 (5Gbps)	C2G54278	\$1,126.88	\$1,126.88
1	C2G USB-C to USB-A cable, 6ft	CG28832	\$18.82	\$18.82
1	Yamaha Adecia 8 channel wireless access point	RM-WAP-8	\$5,270.36	\$5,270.36
8	Yamaha Adecia 12" goose-neck wireless microphone	RM-WGL	\$920.24	\$7,361.92
1	Yamaha Adecia wireless mic charging station	RM-WCH-8	\$1,275.96	\$1,275.96
1	Crestron 4-Series™ Control System	CP4N	\$2,369.23	\$2,369.23
1	Crestron 10 in. Tabletop Touch Screen, Black Smooth	TS-1070-B-S	\$2,792.31	\$2,792.31
16	Crestron 4K60 4:4:4 HDR Network AV Encoder/Decoder	DM-NVX-360	\$1,752.31	\$28,036.96
1	Crestron 1x8 HDMI distribution amplifier	HD-DA8-4KZ-E	\$846.15	\$846.15
1	Misc. Install hardware/cabling	MISC	\$461.54	\$461.54

Equipment Subtotal	\$56,894.70
Sales Tax (8.6750%)	Exempt
Equipment Total	<b>\$56,894.70</b>

### **Project Overview:**

Installation to be performed by Sharp Business Systems will consist of replacing the existing Cisco 24port network switch, Vaddio AV bridge, USB extender set, the Shure wireless microphone system, Crestron controller, AVoIP encoders/decoders, 10" touchpanel, and 1x8 distribution amplifier. Sharp will then install a new Netgear 24port switch, Extron AV bridge, C2G USB-C extender set, Yamaha Adecia wireless microphone system, Crestron controller, AVoIP encoders/decoders, 10" touchpanel, and 1x8 distribution amplifier. Once installed, the Extron, Crestron, and Biamp systems will be configured/programmed to accommodate the new equipment.

### **Scope of Work:**

The following steps will be provided for the solution to be installed:

- De-install existing Cisco 24port switch
- De-install existing Vaddio AV bridge
- De-install existing USB extender set
- De-install existing Shure wireless microphone system
- De-install Crestron controller, AVoIP encoders/decoders, 10" touchpanel, and 1x8 HDMI distribution amplifier
- Install new Netgear 24port network switch
- Install new Extron AV to USB bridge, and configure
- Install new C2G USB-C extender set
- Install new Yamaha Adecia wireless access point, charging station, and gooseneck microphones
- Install new Crestron controller, AVoIP encoders/decoders, 10" touchpanel, and 1x8 HDMI distribution amplifier
- Program Biamp digital signal processor for the new Yamaha microphone system
- Program Crestron controller to work with the newly installed equipment
- Connect and dress all cables
- Test operation and functionality of entire system
- Removal and disposal of all packaging in customer provided disposal/recycling container
- Train personnel on the use and basic troubleshooting of equipment

**Customer Requirements:**

The customer is required to do the following:

- Designate a knowledgeable contact for all communication relative to this project and participate in project kickoff meeting.
- Ensure that the work site and environment are safe and in compliance with all applicable local, state, and federal laws. The customer must secure all permits and any permission that may be necessary for the installation, including any permission that may be required from the landlord or building management.
- Provide installation personnel with reasonable access to and from all necessary locations.
- Ensure that a suitable workspace is available for the installation team.
- Provide the installation team with an eight foot ladder for the duration of the project
- Verification of operation for all existing equipment not supplied by Sharp Electronics but required for installation.
- Site preparation including: all site wiring (power and data), any necessary power distribution boxes, conduits, groundings, lightning protection, connectors and associated hardware
  - Power outlets (AC 100 V - 240 V, 50/60 Hz), each located within five feet of the equipment to be installed.
- Ensure that all wall mount locations are constructed suitably for each monitor to be installed per mount specifications.
  - Make any modifications necessary to install the wall mount and monitor safely and securely.

# Installation Services

Qty.	Description	Provider
1	Project Management	Sharp
1	Professional Services (System Design & Engineering)	Sharp
1	Professional Services (de-installation of equipment to be replaced, and installation of new equipment)	Sharp
1	Professional Services (Programming/Configuration of Crestron Control, Extron AV bridge, and Biamp digital signal processor)	Sharp
1	Professional Services (system use and maintenance training)	Sharp
1	Shipping	Sharp

Installation Subtotal	\$18,357.14
Sales Tax (8.68%)	\$1,593.40
<b>Installation Total</b>	<b>\$19,950.54</b>

<b>Equipment Total</b>	\$56,894.70
<b>Installation Services Total</b>	\$19,950.54
<b>Equipment &amp; Installation Services Grand Total</b>	<b>\$76,845.24</b>

## Pricing:

Pricing is based on:

- Non-Union labor - If Union regulations require the use of Union labor the additional labor costs would be billed to the customer
- Installation taking place during normal business hours
- The customer providing install team the use of an 8 foot ladder for the duration of the project

Additional charges may be incurred if there are:

- Any significant delays caused by non-compliance of customer requirements above.
- Any additional work to be performed outside of this proposal.
- Any changes necessary to hardware/equipment requirements listed above, or the need for additional hardware to complete the installation based on specific site considerations

### General Agreement and Understanding

- a. This Sharp installation service carries a one-year warranty. This warranty covers mounting, cabling, alignment, calibration, and configuration. This warranty goes into effect upon final signoff by the customer that the solution has been installed, configured, and is fully functional in accordance with the scope of work provided within this proposal.
- b. The statement of work contains the complete description of all services to be performed by SBS or its subcontractors, and no oral statements by client shall constitute a modification of such statement of work or representation that additional or different services will be performed.
- c. Changes to scope and/or hardware/equipment requirements will be handled by a change order process, whereas Sharp will provide a written statement of the requested/necessary changes to the customer. A signed change order is required prior to a change in scope being performed and/or a hardware/equipment change is processed.
- d. Installation dates and schedule to be reviewed and agreed to by both parties. Any changes in schedule must be communicated to Sharp directly and within a reasonable amount of time, so proper adjustments can be made.
- e. Sharp is not responsible for the warranty of any of the customer's existing equipment in the system.
- f. Sharp is not responsible for the warranty or service on any non-Sharp branded product installed under this agreement. These products are warranted by their respective manufacturers; however, Sharp does warrant the proper installation of the non-Sharp branded product.
- g. Sharp is not responsible for the troubleshooting or repair of issues relating to existing systems and/or cabling.
- h. Sharp makes no guarantees as to the functionality/reliability of the system as it relates to pre-existing equipment, not installed by Sharp. In particular, the Biamp Tesira digital signal processor, and the Crown audio amplifier
- i. Sharp is not responsible for the creation, configuration, or troubleshooting of any digital signage content.
- j. Delays in Providing Installation Services: Every effort will be made to complete your installation on the date you have set up with our installation team. However, SBS is not responsible for delays beyond our control, including delays caused by fire, strike, insurrection, riot, failure or delays of shippers or subcontractors or requirements of any governmental authority.

**To accept this quotation, please sign and return:**

**Accepted and agreed to:**

By: \_\_\_\_\_  
(Authorized signature)

Name: \_\_\_\_\_  
(Type or print)

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## **Taos County**

### **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Approval of DFA Resolution No. 1, 2024-2025 Final Budget, to establish a budget for equipment and machinery related to the Veterans Cemetery project, 20-E2463 - Emily Rowlinson-Elliott, Finance Director

---

[DFA 1.pdf](#)



# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Emily Rowlinson-Elliott	<b>Presenters Title</b>	Finance Director
<b>Meeting date requesting to be on</b>	09/03/2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## APPROVAL OF A RESOLUTION - AGENDA ITEM DESCRIPTION

DFA Resolution No. 1, 2024-2025 Final Budget – To establish a budget for equipment and machinery related to the Veterans Cemetery project, 20-E2463 in the amount of \$22,903.73

Fund: 2449-2578

Amount: \$22,903.73

Signature/Date of person picking up final documents:

DFA RESOLUTION NO. 01, FY 2024-2025  
A RESOLUTION TO ADJUST THE FINAL BUDGET AS FOLLOWS:

382

WHEREAS, the Taos County Board of Commissioners, Taos County, Taos, New Mexico, in a Regular Meeting on September 03, 2024 propose to adjust the FY 2024-2025 Final Budget as follows:

WHEREAS, Taos County is requesting to add a budget line item within the Capital Appropriation Project 20-E2763, Veterans Cemetery. The Project was approved in FY 23/24, however, a budget line item for equipment and machinery was not carried over into FY 24/25 Therefore, we are proposing to establish budget in the amount of \$22,903.73 to appropriately account for these expenses .

NOW, THEREFORE, BE IT RESOLVED that authorization is requested from the Department of Finance and Administration, Local Government Division, to approve this budget adjustment.

PASSED, ADOPTED AND APPROVED THIS 19TH OF SEPTEMBER, 2023

Attest:

Taos County Board of Commissioners

\_\_\_\_\_  
Valerie Montoya  
Taos County Clerk

\_\_\_\_\_  
Chairperson

Vote Record

F.B. Romero	yes	no	abstain	absent
Miguel Romero Jr.	yes	no	abstain	absent
AnJanette Brush	yes	no	abstain	absent
Darlene J. Vigil	yes	no	abstain	absent
Ronald J. Mascareñas	yes	no	abstain	absent







**TAOS COUNTY**  
**Local Government Budget Management System (LGBMS)**  
**DFA RESOLUTION NO. 01**

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
11000 General Operating Fund	0001 No Department	61100 Transfers In	-
11000 General Operating Fund	0001 No Department	61200 Transfers Out	-

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
21800 Intergovernmental Grants	0001 No Department	61100 Transfers In	-
21800 Intergovernmental Grants	0001 No Department	61200 Transfers Out	-

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
21800 Intergovernmental Grants	2002 General Administration	58020 Equipment & Machinery	22,903.73

**County Internal Fund**

**Capital Appropriation Project 2449**

FUND	DESCRIPTION	COMMENT	AMOUNT
2449-0000-51000	Operating Transfers IN		-
2449-0000-52000	Operating Transfers OUT		-
Total Transfers			-
FUND	DESCRIPTION		AMOUNT
2449-2578-37010	State-Other		-
Total Revenue			-
2449-2578-48020	Equipment & Machinery		22,903.73
Total Expenditures			22,903.73



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Approval of DFA Resolution No. 2, 2024-2025 Final Budget, increase to the Senior Program ARPA - Transportation Expense and revenue line items - Emily Rowlinson-Elliott, Finance Director

---

[DFA 2.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Emily Rowlinson-Elliott	<b>Presenters Title</b>	Finance Director
<b>Meeting date requesting to be on</b>	09/03/2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## APPROVAL OF A RESOLUTION - AGENDA ITEM DESCRIPTION

DFA Resolution No. 2, 2024-2025 Final Budget – A budget increase of \$17,406.21 to the Senior Program ARPA - Transportation Expense and revenue line items.

An extension was granted to Taos County from North Central Economic Development District to expend the prior year remaining funds by 09/30/2021.

Fund: 0219-0195

Amount: \$17,406.21

Signature/Date of person picking up final documents:

WHEREAS, the Taos County Board of Commissioners, Taos County, Taos, New Mexico, in a Regular Meeting on September 03, 2024 propose to adjust the FY 2024-2025 Final Budget as follows:

WHEREAS, Taos County is requesting a budget increase of \$17,406.21 to the Senior Program ARPA - transportation expense and revenue line items. An extension was granted to Taos County from North Central Economic Development District to expend the prior year remaining funds by 09/30/2024.

NOW, THEREFORE, BE IT RESOLVED that authorization is requested from the Department of Finance and Administration, Local Government Division, to approve this budget adjustment.

PASSED, ADOPTED AND APPROVED THIS 3rd OF SEPTEMBER, 2024

Attest:

Taos County Board of Commissioners

\_\_\_\_\_  
Valerie Montoya  
Taos County Clerk

\_\_\_\_\_  
Chairperson

Vote Record

F.B. Romero	yes	no	abstain	absent
Miguel Romero Jr.	yes	no	abstain	absent
AnJanette Brush	yes	no	abstain	absent
Darlene J. Vigil	yes	no	abstain	absent
Ronald J. Mascareñas	yes	no	abstain	absent





**TAOS COUNTY**  
**Local Government Budget Management System (LGBMS)**  
**DFA RESOLUTION NO. 02**

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
11000 General Operating Fund	0001 No Department	61100 Transfers In	-
11000 General Operating Fund	0001 No Department	61200 Transfers Out	-

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
21900 Senior Centers/Programs	0001 No Department	61100 Transfers In	-
21900 Senior Centers/Programs	0001 No Department	61200 Transfers Out	-

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
21900 Senior Citizens	0001 No Department	47499 Other State Grants	17,406.21
21900 Senior Centers/Programs	4008 Senior Center Programs	54040 Maintenance & Repairs - Vehicles	7,900.00
21900 Senior Centers/Programs	4008 Senior Center Programs	53030 Transportation Costs	9,506.21

**County Internal Fund**

**Capital Appropriation Project 2449**

FUND	DESCRIPTION	COMMENT	AMOUNT
0219-0000-51000	Operating Transfers IN		-
0219-0000-52000	Operating Transfers OUT		-
<b>Total Transfers</b>			-

FUND	DESCRIPTION	AMOUNT
0219-0195-37230	State-Other	-
<b>Total Revenue</b>		<b>17,406.21</b>
0219-0195-44040	Maintenance/Vehicle/Furn/Equip	7,900.00
0219-0195-45030	Transportation Expense	9,506.21
<b>Total Expenditures</b>		<b>17,406.21</b>

Contract No. 2023-24-68052-ARP

**North Central New Mexico Economic Development District  
Non-Metro Area Agency on Aging**

**AMERICAN RESCUE PLAN SUB-AWARD  
AMENDMENT #1**

This Amendment is made and entered into this 25<sup>th</sup> day of June 2024, by and between North Central New Mexico Economic Development District (NCNMEDD) Non-Metro Area Agency on Aging (Non-Metro AAA), hereinafter referred to as the "Agency", and Taos County, hereinafter referred to as the "Subrecipient Contractor".

This amendment extends the termination date of the contract from June 30, 2024, to September 30, 2024.

All other terms and conditions of the original contract remain in full force and effect.

Taos County

*Legal Name of Subrecipient*

Brent Jaramillo  
*Signature*

Brent Jaramillo  
*Printed/Typed Name of Signatory*

7/3/24  
*Date*

NCNMEDD Non-Metro Area Agency on Aging

*Name of Area Agency on Aging*

Monica Abeita  
*Signature*

Monica Abeita, Executive Director  
*Printed/Typed Name of Signatory*

June 25, 2024  
*Date*

# OAA-SYS®

## Contracts and Reimbursement System

### Provider Dashboard

#### Contract Status

Contract	Service	Grant Funds	YTD Reimbursed	Balance	Percent Spent
FY25 ARP Contract	ARP Transportation III B PSA2	\$17,406.21	\$0.00	\$17,406.21	
FY25 Title III Contract	Congregate Meals PSA2	\$44,123.07	\$3,429.03	\$40,694.04	
FY25 Title III Contract	Congregate Meals PSA2 State	\$150,818.07	\$2,743.23	\$148,074.84	
FY25 12.5% State Advance - Report Expenses Only	Congregate Meals PSA2 State	\$21,545.44	\$10,972.90	\$10,572.54	51 %
FY25 Title III Contract	Home Delivered Meals PSA2	\$28,962.76	\$1,616.64	\$27,346.12	
FY25 Title III Contract	Home Delivered Meals PSA2 State	\$350,113.39	\$1,503.47	\$348,609.92	
FY25 12.5% State Advance - Report Expenses Only	Home Delivered Meals PSA2 State	\$50,016.20	\$19,974.72	\$30,041.48	40
FY25 NSIP Contract	NSIP PSA2	\$64,720.00	\$0.00	\$64,720.00	
FY25 SEP Contract	Senior Employment Program PSA2	\$36,645.00	\$2,428.58	\$34,216.42	
FY25 Title III Contract	Transportation PSA2	\$23,853.90	\$2,482.55	\$21,371.35	10



## Taos County

### BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT

**DATE:** September 3, 2024

**SUBJECT:** Approval of DFA Resolution No. 3, 2024-2025 Final Budget, to establish a budget for expenses and revenue associated with the Veterans Cemetery Phase II, project 23-H3227- Emily Rowlinson-Elliott, Finance Director

---

[DFA 3.pdf](#)



# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Emily Rowlinson-Elliott	<b>Presenters Title</b>	Finance Director
<b>Meeting date requesting to be on</b>	09/03/2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b> <i>If item does need Legal approval it must be submitted their first.</i>	

## APPROVAL OF A RESOLUTION - AGENDA ITEM DESCRIPTION

DFA Resolution No. 3, 2024-2025 Final Budget – To Establish a budget for expenses and revenue associated with the Veterans Cemetery Phase II, project 23-H3227.

Fund: 2449-2683

Signature/Date of person picking up final documents:

WHEREAS, the Taos County Board of Commissioners, Taos County, Taos, New Mexico, in a Regular Meeting on September 03, 2024 propose to adjust the FY 2024-2025 Final Budget as follows:

WHEREAS, Taos County is requesting an increase to budgeted expense and revenue line items within the Capital Appropriation Project 23-H3277, Veterans Cemetery Phase II . The Project was approved in FY 23/24, however, certain budget line items were not carried over into FY 24-25. Therefore, we are proposing to increase the budgeted expenditures in the amount of \$1,071,320.05 and revenue in the amount \$2,028,472.99 to appropriately account for revenue and expenses associated with the project.

NOW, THEREFORE, BE IT RESOLVED that authorization is requested from the Department of Finance and Administration, Local Government Division, to approve this budget adjustment.

PASSED, ADOPTED AND APPROVED THIS 3rd OF SEPTEMBER, 2024

Attest:

Taos County Board of Commissioners

---

Valerie Montoya  
Taos County Clerk

---

Chairperson

Vote Record

F.B. Romero	yes	no	abstain	absent
Miguel Romero Jr.	yes	no	abstain	absent
AnJanette Brush	yes	no	abstain	absent
Darlene J. Vigil	yes	no	abstain	absent
Ronald J. Mascareñas	yes	no	abstain	absent





**TAOS COUNTY**  
**Local Government Budget Management System (LGBMS)**  
**DFA RESOLUTION NO. 03**

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
11000 General Operating Fund	0001 No Department	61100 Transfers In	-
11000 General Operating Fund	0001 No Department	61200 Transfers Out	-

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
30300 Intergovernmental Grants	0001 No Department	61100 Transfers In	-
30300 Intergovernmental Grants	0001 No Department	61200 Transfers Out	-

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
30300 Intergovernmental Grants	0001 No Department	47499 Other State Grants	2,028,472.99
30300 Intergovernmental Grants	2002 General Administration	55999 Contract - Other Services	21,955.50
30300 Intergovernmental Grants	2002 General Administration	58010 Buildings & Structures	941,972.00
30300 Intergovernmental Grants	2002 General Administration	58090 Roadways/Bridges	3,000.55
30300 Intergovernmental Grants	2002 General Administration	58020 Equipment & Machinery	104,392.00

**County Internal Fund**

**Capital Appropriation Project 2449**

FUND	DESCRIPTION	COMMENT	AMOUNT
2449-0000-51000	Operating Transfers IN		-
2449-0000-52000	Operating Transfers OUT		-
<b>Total Transfers</b>			-

FUND	DESCRIPTION	AMOUNT
2449-2683-37010	State-Other	2,028,472.99
<b>Total Revenue</b>		<b>2,028,472.99</b>
2449-2683-45900	Other Contractual Services	21,955.50
2449-2683-48010	Buildings & Structures	941,972.00
2449-2683-48020	Equipment & Machinery	104,392.00
2449-2683-48080	Roadways (Bridges, Culverts, Ect)	3,000.55
<b>Total Expenditures</b>		<b>1,071,320.05</b>



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Approval of DFA Resolution No. 4, 2024-2025 Final Budget, to establish a budget for expenses associated with the Veterans Cemetery Phase Capital Overrun, project 22-ZH5040 - Emily Rowlinson-Elliott, Finance Director

---

[DFA 4.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Emily Rowlinson-Elliott	<b>Presenters Title</b>	Finance Director
<b>Meeting date requesting to be on</b>	09/03/2024	<b>Are there any documents For this item? <i>(all documents must be single sided)</i></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b>  <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input checked="" type="checkbox"/> N/A	<b>Legal Department Signature</b>  <i>If item does need Legal approval it must be submitted their first.</i>	

## APPROVAL OF A RESOLUTION - AGENDA ITEM DESCRIPTION

DFA Resolution No. 4, 2024-2025 Final Budget – To Establish a budget for expenses associated with the Veterans Cemetery Phase Capital Overrun, project 22-ZH5040

Fund: 2449-2686

Amount: \$1,025,000.00

Signature/Date of person picking up final documents:

WHEREAS, the Taos County Board of Commissioners, Taos County, Taos, New Mexico, in a Regular Meeting on September 03, 2024 propose to adjust the FY 2024-2025 Final Budget as follows:

WHEREAS, Taos County is requesting to establish a budget for Capital Appropriation Project 22-ZH5040, Veterans Cemetery - Cost Overruns . The Project was approved in FY 23/24, however, the budgeted line item was not carried over into FY 24-25. Therefore, we are proposing to increase the FY 24/25 budget in the amount of \$1,025,000.00 to appropriately account for expenses associated with the project.

NOW, THEREFORE, BE IT RESOLVED that authorization is requested from the Department of Finance and Administration, Local Government Division, to approve this budget adjustment.

PASSED, ADOPTED AND APPROVED THIS 3rd OF SEPTEMBER, 2024

Attest:

Taos County Board of Commissioners

\_\_\_\_\_  
Valerie Montoya  
Taos County Clerk

\_\_\_\_\_  
Chairperson

**Vote Record**

F.B. Romero	yes	no	abstain	absent
Miguel Romero Jr.	yes	no	abstain	absent
AnJanette Brush	yes	no	abstain	absent
Darlene J. Vigil	yes	no	abstain	absent
Ronald J. Mascareñas	yes	no	abstain	absent





**TAOS COUNTY**  
**Local Government Budget Management System (LGBMS)**  
**DFA RESOLUTION NO. 04**

FUND	DEPARTMENT	OBJECT CODE	AMOUNT
11000 General Operating Fund	0001 No Department	61100 Transfers In	-
11000 General Operating Fund	0001 No Department	61200 Transfers Out	-
FUND	DEPARTMENT	OBJECT CODE	AMOUNT
30300 Intergovernmental Grants	0001 No Department	61100 Transfers In	-
30300 Intergovernmental Grants	0001 No Department	61200 Transfers Out	-
FUND	DEPARTMENT	OBJECT CODE	AMOUNT
30300 Intergovernmental Grants	2002 General Administration	58090 Roadways/Bridges	1,025,000.00
<b>County Internal Fund</b>			
<b>Capital Appropriation Project 2449</b>			
FUND	DESCRIPTION	COMMENT	AMOUNT
2449-0000-51000	Operating Transfers IN		-
2449-0000-52000	Operating Transfers OUT		-
<b>Total Transfers</b>			-
FUND	DESCRIPTION		AMOUNT
2449-2686-37010	State-Other		
<b>Total Revenue</b>			-
2449-2686-48080	Roadways (Bridges, Culverts, Ect)		1,025,000.00
<b>Total Expenditures</b>			<b>1,025,000.00</b>



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Update to County Commission on various items affecting Taos County – Brent Jaramillo, County Manager

---





## **Taos County**

### **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Veteran's Cemetery Update - Richard Sanchez, Construction Manager

---



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Historic County Courthouse Update - Richard Sanchez,  
Construction Manager

---



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** General Construction Update – Richard Sanchez, Construction Manager

---



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Discussion, consideration and decision regarding canceling the November 5, 2024, Regular Meeting due to Election Day - Brent Jaramillo, County Manager

---

[Managers election day.pdf](#)

# TAOS COUNTY AGENDA REQUEST FORM

<b>Presenters Name</b> <i>(If there is more than one presenter list them all)</i>	Brent Jaramillo	<b>Presenters Title</b>	County Manager
<b>Meeting date requesting to be on</b>	12/5/23	<b>Are there any documents For this item? <u>(all documents must be single sided)</u></b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Will action be needed on this item?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Are there signatures required on the documents?</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Has Legal Department approved this Item (if applicable)?</b> <i>All Contracts, Resolutions, Ordinances and Agreements must be approved by Legal</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> N/A	<b>Legal Department Signature</b>  <i>If item does need Legal approval it must be submitted their first.</i>	

## AGENDA ITEM DESCRIPTION

Discussion, consideration, and decision regarding canceling the November 5, 2024, Regular meeting, due to election day.



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** New Business to be considered at a future Commission Meeting

---



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Commissioner's Announcements

---



# **Taos County**

## **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Board/Committee Reports:  
North Central NM Economic Development District

---





## **Taos County**

### **BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REPORT**

**DATE:** September 3, 2024

**SUBJECT:** Request for out of state travel on actual reimbursement for Commissioner AnJanette Brush to attend the Mountain Towns 2030 Climate Solutions Summit in Jackson, WY October 15-16, 2024.

---

[commisson.pdf](#)

# Mountain Towns 2030 Climate Solutions Summit - Jackson 2024 – Center for the Arts | Jackson WY

Tue Oct 15, 2024 8:00 AM - Wed Oct 16, 2024 8:00 PM MDT

Select ticketsTickets > Your detailsDetails > Payment

## Your details

## Your order

Mountain Towns 2030 Climate Solutions Summit - Jackson 2024 Tue Oct 15, 2024 8:00 AM - Wed Oct 16, 2024 8:00 PM MDT

Item name	Item price	Quantity	Subtotal
Summit Pass exclusively for Local Governments & Tribal Nations, Resorts, NGOs & Nonprofits	\$400.00	× 1	\$400.00
Order total			\$400.00

Use promo, credit or voucher code

## Please complete the form below

First name

Last name

Email

Repeat Email

Summit Pass exclusively for Local Governments & Tribal Nations, Resorts, NGOs & Nonprofits 1

First name

Last name

Email

Title / Role

Organization Name

Please indicate any dietary considerations, if relevant.

Next