



**City of Rio Communities Council Regular Business Meeting**  
**City Council Chambers - 360 Rio Communities Blvd**  
**Rio Communities, NM 87002**  
**Monday, January 12, 2026 6:00 PM**  
**Agenda**

**AMENDED AGENDA 1/8/26 @ 2:00PM**

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**Mayor - Joshua Ramsell**

**Mayor Pro Tem - Lawrence R. Gordon**

**Council – Michael Melendez, Thomas Nelson, Matthew Marquez**

**Call to Order**

**Pledge of Allegiance**

**Roll Call**

**Approval of Agenda**

**Swearing in Ceremony for Mayor Joshua Ramsell, Councilor Lawrence Gordon, and Councilor Michael Melendez**

**Consent Agenda**

- 1. Approval of Minutes for Regular Business Meeting December 8, 2025, and Special Business Meeting December 15, 2025.**
- 2. Approval of Accounts Payable**

**Public Comment:** If you wish to speak during the public comment session, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

The Council will not take action or engage in discussion regarding the comments made or received, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their own statements.

**\*Presentation - HDR Storm Water Drainage Plan next to Golf Course. \***

**Manager Report**

- 3. Introduce Cassandra Montano as City Finance Officer.**
- 4. Update on Goodman Avenue and Damon Street**
- 5. Update on Don Diego Project.**
- 6. Update on upcoming Legislative Session.**
- 7. Update on Maverick.**

**Action Items**

- 8. Discussion, Consideration, and Decision – Approval of Open Meetings Act Resolution 2026-01.**
- 9. Discussion, Consideration, and Decision – Approval of Appointment of Mayor Pro Tempore.**
- 10. Discussion, Consideration, and Decision–Approval to Accept Resignation Letter from Commissioner Michael Melendez with Planning and Zoning.**

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. 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 AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.

11. Discussion, Consideration, and Decision – Approval to Amend Signers for The City’s Banking and Investment Accounts; Removing Roy Chance Hubbard and Adding Jennifer R. Gauna and Cassandra L. Montano and Retaining Lawrence Richard Gordon, Martin Dale Moore, and Joshua David Ramsell as Signers.
12. Discussion, Consideration, and Decision – Approval of Budget Adjustment Resolution 2025-32, Accepting Additional Revenue and Expenses into the Library Budget.
13. Discussion, Consideration, and Decision – Approval of Budget Adjustment Resolution 2025- 36, Creating a Veterans Memorial Fund as Other Special Revenue and Expenses.
14. Discussion, Consideration, and Decision – Approval of Resolution 2025-33 Two Hundred Thousand Dollars and no cents (\$200,000), to Plan, Design, Construct and Equip Street Lights in Rio Communities in Valencia County.
15. Discussion, Consideration, and Decision – Approval of Resolution 2025-34 Seven Hundred Thousand Dollars and No cents (\$700,000), to Acquire Land and to Plan, Design, Construct, Furnish and Equip a Public Works Complex in Rio Communities in Valencia County.
16. Discussion, Consideration, and Decision – Approval of Resolution 2025-35 Eight Hundred Seventy Thousand Dollars and No cents, (\$870,000), to Purchase and Equip Vehicles and Equipment, including Ambulances for the Police and Fire Departments in Rio Communities In Valencia County.

Executive Session - pursuant to §10-15-1(H)(7) and subject to attorney-client privilege, for the limited purpose of discussing threatened or pending litigation., Pursuant to NMSA 1978 §10-15-1 (H)(2) and NMSA 1978 §10-15-1. (H)(2) Limited Personnel Matters, for the Purpose of Candidate Review for the Position of Chief of Police; and for the Purpose of Appointment of Municipal Clerk. Pursuant to NMSA 10-15-1(H)(8) For the purpose of discussion of the purchase, addition or disposal of real property or water rights by the public body. No Action will be Taken.

- \* Motion and roll call vote to go into close session
- \* Motion and roll call vote to go back into the regular business meeting session
- \* Welcome everyone back and statement by the Mayor:

#### Action Items

17. Discussion, Consideration, and Decision – Approval of Appointment of Municipal Clerk.
18. Discussion, Consideration, and Decision – Regarding Acquisition or Disposal of Real Property or Water Rights as Discussed in Executive Session. Approval of Non- Franchise Access agreement with Vero Fiber Networks
19. Discussion, Consideration, and Decision – Police Chief Recruitment Direction.

#### Council Discussion

#### Upcoming Meetings

20. The Next Regular Business Meeting will be held on January 26, 2026

#### Adjourn

Please join us from the comfort and safety of your own home by entering the following link: @  
<https://www.facebook.com/riocommunities>

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. 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 AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.



**City of Rio Communities Council Regular Business Meeting**  
**City Council Chambers - 360 Rio Communities Blvd**  
**Rio Communities, NM 87002**  
**Monday, December 8, 2025 and Monday December 15, 2025 6:00 PM**  
**Minutes**

*Please silence all electronic devices.*

**Mayor - Joshua Ramsell**  
**Mayor Pro Tem - Lawrence R. Gordon**  
**Council - Arthur Apodaca, Thomas Nelson, Matthew Marquez**

**Call to Order**

Mayor Ramsell called the meeting to order at 6:00pm

**Pledge of Allegiance**

Councilor Apodaca led the pledge of allegiance.

**Roll Call**

**Governing Body**

Mayor Joshua Ramsell  
Councilor Matthew Marquez (Absent)  
Councilor Lawrence Gordon  
Councilor Thomas Nelson (Absent)  
Councilor Arthur Apodaca

**Staff**

Manager Dr. Martin Moore  
City Attorney Cori Strife  
Fire Chief Andrew Tabet

City Manager Dr Moore Stated there is a Quorum of the Governing body but not of the City Council.

**SWEARING IN DEPUTY MUNICIPAL CLERK PATRICIA MCCLOSKEY**  
**City Manager Dr. Moore Swore in Patricia McCloskey as Deputy Clerk.**

Mayor Ramsell asked councilors if they would like to take a fifteen-minute break to give Councilor Marquez time to get here. Meeting will convene at 6:26pm

Meeting Reconvened at 6:26pm

Mayor Ramsell stated Councilor Marquez did let them know prior to the meeting he was unable to attend. He Stated we were unable to get Councilor Nelson on a Teams video call and at this time we will recess this meeting until Monday December 15. 2025 at 6:00pm and re convene at that time.

Meeting recessed.

December 15, 2025, reconvene recessed Regular  
Business meeting from December 8, 2025

Mayor Ramsell reconvened meeting on Monday  
December 8, 2025, at 6:00pm

**Approval of accounts payable**

**Motion made by Councilor Gordon to approve agenda. Seconded by Councilor Apodaca.**

Voting Yea:

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote.

**No Public Comment at this time.**

**Discussion, Consideration, and Decision – Discussion, Consideration, and Decision -Date and Time for Ribbon Cutting Ceremony for Founders Way.**

**City Manager Dr. Moore stated the Chamber of Commerce will be assisting the the ribbon cutting that will be on Wednesday December 17, 2025, at 2:00pm**

**Motion made by Councilor Apodaca Approve Date and Time for Ribbon Cutting Ceremony for Founders Way. Seconded by Councilor Gordon.**

Voting Yea:

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote

**Discussion, Consideration, and Decision -Approval of Official 2026 Holiday Calendar.**

**Motion made by Councilor Gordon Approve of Official 2026 Holiday Calendar. Seconded by Councilor Apodaca.**

Voting Yea:

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote

**Discussion, Consideration, and Decision -Approval of 2026 City Council Meeting Schedule.**

**Motion made by Councilor Gordon Approve of 2026 City Council Meeting Schedule. Seconded by Councilor Apodaca.**

Voting Yea:

Councilor Gordon



Councilor Apodaca

Motion passed with a 2-0 vote

**Discussion, Consideration, and Decision -Approval of Library Board Recommendations.**

Bobby Caldwell with the Library board spoke about the recommendations from the library board.

Librarian Amanda Carrasco spoke on her three-year plan and stated that she has been invited to the State house and Senate as a department and a developing Library.

**Motion made by Councilor Gordon Approve of Library Board Recommendations. Seconded by Councilor Apodaca.**

**Voting Yea:**

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote

**Discussion, Consideration, and Decision -Approval of Update of Organizational Structure.**

City Manager Dr. Moore presented council with the Update of Organizational Structure

**Motion made by Councilor Apodaca Approve of Update of Organizational Structure. Seconded by Councilor Gordon.**

**Voting Yea:**

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote

Mayor Ramsell stated that due to only having two council members they are unable to approve any resolutions at this time.

City Attorney Cori Strife recommended to table each resolution individually

**Discussion, Consideration, and Decision – Approval of Budget Adjustment Resolution 2025-32, Accepting Additional Revenue and Expenses into the Library Budget.**

**Motion made by Councilor Apodaca Table until January 12, 2026 Budget Adjustment Resolution 2025-32, Accepting Additional Revenue and Expenses into the Library Budget. Seconded by Councilor Gordon.**

**Voting Yea:**

Councilor Gordon  
Councilor Apodaca

Motion Tabled with a 2-0 vote

**Discussion, Consideration, and Decision – Approval of Budget Adjustment Resolution 2025-36, Creating a Veterans Memorial Fund as Other Special Revenue and Expenses.**

**Motion made by Councilor Apodaca Table until January 12, 2026 Budget Adjustment Resolution 2025-36, Creating a Veterans Memorial Fund as Other Special Revenue and Expenses. Seconded by Councilor Gordon.**

**Voting Yea:**

Councilor Gordon  
Councilor Apodaca

Motion Tabled with a 2-0 vote

**Discussion, Consideration, and Decision – Approval of Resolution 2025-33 Two Hundred Thousand Dollars and no cents (\$200,000), to Plan, Design, Construct and Equip Street Lights in Rio Communities in Valencia County.**

**Motion made by Councilor Apodaca Table until January 12, 2026 Resolution 2025-33 Two Hundred Thousand Dollars and no cents (\$200,000), to Plan, Design, Construct and Equip Street Lights in Rio Communities in Valencia County. Seconded by Councilor Gordon.**

**Voting Yea:**

Councilor Gordon  
Councilor Apodaca

Motion Tabled with a 2-0 vote

**Discussion, Consideration, and Decision – Approval of Resolution 2025-34 Seven Hundred Thousand Dollars and No cents (\$700,000), to Acquire Land and to Plan, Design, Construct, Furnish and Equip a Public Works Complex in Rio Communities in Valencia County.**

**Motion made by Councilor Apodaca Table until January 12, 2026 Resolution 2025-34 Seven Hundred Thousand Dollars and No cents (\$700,000), to Acquire Land and to Plan, Design, Construct, Furnish and Equip a Public Works Complex in Rio Communities in Valencia County. Seconded by Councilor Gordon.**

**Voting Yea:**

Councilor Gordon  
Councilor Apodaca

Motion Tabled with a 2-0 vote

**Discussion, Consideration, and Decision – Approval of Resolution 2025-35 Eight Hundred Seventy Thousand Dollars and No cents, (870,000), to Purchase and Equip Vehicles and Equipment, including Ambulances for the Police and Fire Departments in Rio Communities in Valencia County.**

**Motion made by Councilor Apodaca Table until January 12, 2026 of Resolution 2025-35 Eight Hundred Seventy Thousand Dollars and No cents, (870,000), to Purchase and Equip Vehicles and Equipment, including Ambulances for the Police and Fire Departments in Rio Communities in Valencia County. Seconded by Councilor Gordon.**

**Voting Yea:**

Councilor Gordon  
Councilor Apodaca

Motion Tabled with a 2-0 vote

**Executive Session - Pursuant to NMSA 1978 §10-15-1 (I)(2) and NMSA 1978 §10-15-1. (H)(2) Limited Personnel Matters, for the Purpose of Candidate Review for the Position of Chief of Police; and for the Purpose of Appointment of Municipal Clerk. For the purpose of discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8)**

**Motion made by Councilor Gordon Table until January 12, 2026 of Executive Session - Pursuant to NMSA 1978 §10-15-1 (I)(2) and NMSA 1978 §10-15-1. (H)(2) Limited Personnel Matters, for the Purpose of Candidate Review for the Position of Chief of Police; and for the Purpose of Appointment of Municipal Clerk. For the purpose of discussion of the purchase, addition or disposal of real property or water rights by the public body pursuant to NMSA 10-15-1(H)(8). Seconded by Councilor Apodaca.**

**Voting Yea:**

Councilor Gordon  
Councilor Apodaca

Motion Tabled with a 2-0 vote

**Discussion, Consideration, and Decision – Approval of Appointment of Municipal Clerk.**

**Motion made by Councilor Gordon Table until January 12, 2026, of Approval of Appointment of Municipal Clerk. Seconded by Councilor Apodaca.**

**Voting Yea:**

Councilor Gordon

Councilor Apodaca

Motion Tabled with a 2-0 vote

Motion made by Councilor Apodaca to Adjourn. Seconded by councilor Gordon Motion carried out at 6:59pm.

Respectfully submitted,

\_\_\_\_\_  
Dr. Martin Moore (acting as Municipal clerk)  
(Taken and Transcribed by Patricia McCloskey, Deputy Clerk)

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

Approved:

\_\_\_\_\_  
Joshua Ramsell,  
Mayor

\_\_\_\_\_  
Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

\_\_\_\_\_  
Arthur Apodaca,  
Councilor

\_\_\_\_\_  
Thomas Nelson,  
Councilor

\_\_\_\_\_  
Matthew Marquez,  
Councilor



**City of Rio Communities Council Special Business Meeting**  
**City Council Chambers - 360 Rio Communities Blvd**  
**Rio Communities, NM 87002**  
**Monday December 15, 2025, 6:00 PM**  
**Minutes**

*Please silence all electronic devices.*

**Mayor - Joshua Ramsell**  
**Mayor Pro Tem - Lawrence R. Gordon**  
**Council - Arthur Apodaca, Thomas Nelson, Matthew Marquez**

**Call to Order**

Mayor Ramsell called the meeting to order at 7:11pm

**Pledge of Allegiance**

Councilor Apodaca led the pledge of allegiance.

**Roll Call**

**Governing Body**

Mayor Joshua Ramsell  
Councilor Matthew Marquez (Absent)  
Councilor Lawrence Gordon  
Councilor Thomas Nelson (Absent)  
Councilor Arthur Apodaca

**Staff**

Manager Dr. Martin Moore  
City Attorney Cori Strife  
Fire Chief Andrew Tabet

City Manager Dr Moore Stated there is a Quorum of the Governing body but not of the City Council. Only Regular action items can be approved at this time.

**Approval of Agenda**

**Motion made by Councilor Apodaca to approve agenda. Seconded by Councilor Gordon.**

Voting Yea:

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote.

**Consent Agenda**

**Approval of Minutes August 11, 2025, Regular Meeting, August 25, 2025, Regular Meeting, September 8, 2025, Regular Meeting, September 22, 2025, Regular Meeting, September 29, 2025, Special Meeting, September 29, 2025 Emergency Meeting, October 14, 2025, Regular Meeting, October 20, 2025, Special Meeting, October 27, 2025, Regular Meeting, October 31, 2025, Special Closed Meeting, November 3, 2025, Special Meeting, November 10, 2025, Regular Meeting, December 1, 2025, Special Meeting.**

**Motion made by Councilor Gordon to approve consent agenda. Seconded by Councilor Apodaca.**

Voting Yea:

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote

**Discussion, Consideration, and Decision – Approval of Amended Beasley Mitchell Financial Services Agreement**

**Motion made by Councilor Gordon to approve Amended Beasley Mitchell Financial Services Agreement. Seconded by Councilor Apodaca.**

Voting Yea:

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote

**Discussion, Consideration, and Decision – Schedule Public Hearing for Special use Permit (Retail Cannabis) for Roadrunner Organics**

**Motion made by Councilor Gordon to approve Schedule Public Hearing for Special use Permit (Retail Cannabis) for Roadrunner Organics. Seconded by Councilor Apodaca.**

Voting Yea:

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote

**Discussion, Consideration, and Decision –Amend the contracts for current Executive Municipal Employees (Fire Chief; City Manager) to approve a 4% Cost of Living Adjustment that was granted to Regular Municipal Employees as part of the Fiscal Year 2026 city budget, effective December 27, 2025. Funds are available for these adjustments.**

**Motion made by Councilor Apodaca to Amend the contracts for current Executive Municipal Employees (Fire Chief; City Manager) to approve a 4% Cost of Living Adjustment that was granted to Regular Municipal Employees as part of the Fiscal Year 2026 city budget, effective December 27, 2025. Funds are available for these adjustments. Seconded by Councilor Gordon.**

Voting Yea:

Councilor Gordon

Councilor Apodaca

Motion passed with a 2-0 vote

Motion made by Councilor Apodaca to Adjourn. Seconded by councilor Gordon Motion carried out at 7:34pm.

Respectfully submitted,

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Dr. Martin Moore (acting as Municipal clerk)  
(Taken and Transcribed by Patricia McCloskey, Deputy Clerk)

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

Approved:

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Joshua Ramsell,  
Mayor

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Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

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Michael Melendez,  
Councilor

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Thomas Nelson,  
Councilor

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Matthew Marquez,  
Councilor



Rio Communities, NM

# Check Register

Packet: APPKT01759 - AP 12.17.25

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK CODE-AP BANK CODE						
VEN04844	AT & T Mobility	12/30/2025	Regular	0.00	1,375.97	5106
VEN01000	BRADY COMPANIES LLC	12/30/2025	Regular	0.00	600.30	5107
VEN04249	Comcast Business	12/30/2025	Regular	0.00	1,150.50	5108
VEN04255	Cooperative Educational Services	12/30/2025	Regular	0.00	2,415.00	5109
VEN04977	DBC Waters LLC	12/30/2025	Regular	0.00	36.25	5110
VEN04335	Home Depot	12/30/2025	Regular	0.00	1,586.08	5111
VEN04339	Hub Furniture	12/30/2025	Regular	0.00	3,639.58	5112
VEN04350	J-H Supply Company	12/30/2025	Regular	0.00	8,482.84	5113
VEN04417	Napa Auto Parts	12/30/2025	Regular	0.00	1,290.85	5114
VEN04448	NM Gas Co	12/30/2025	Regular	0.00	1,429.59	5115
VEN04459	NM Water Service Company	12/30/2025	Regular	0.00	537.17	5116
VEN04915	Occupational Health Centers of the	12/30/2025	Regular	0.00	297.06	5117
VEN04481	PNM	12/30/2025	Regular	0.00	42.31	5118
VEN04494	Ray's Fire Extinguishers	12/30/2025	Regular	0.00	619.00	5119
VEN04541	Stryker Medical	12/30/2025	Regular	0.00	1,624.00	5120
VEN04573	Universal Waste Systems, Inc.	12/30/2025	Regular	0.00	3,148.10	5121
VEN04603	Woodlands Hardware	12/30/2025	Regular	0.00	540.16	5122
VEN04609	Zoll Medical Corporation	12/30/2025	Regular	0.00	436.00	5123
VEN04185	Amazon Business	12/30/2025	EFT	0.00	84.18	101367
VEN04904	Beasley, Mitchell & Co. LLP	12/30/2025	EFT	0.00	18,095.23	101368
VEN04222	Boundtree Medical	12/30/2025	EFT	0.00	795.44	101369
VEN04903	Dell Marketing L.P.	12/30/2025	EFT	0.00	8,436.90	101370
VEN04987	Golden West Industrial Supply	12/30/2025	EFT	0.00	687.12	101371
VEN04620	HDR Engineering, Inc.	12/30/2025	EFT	0.00	36,004.99	101372
VEN04709	Maloy Mobile Storage Inc.	12/30/2025	EFT	0.00	243.68	101373
VEN04806	McKesson Medical-Surgical Governr	12/30/2025	EFT	0.00	309.69	101374
VEN04939	MES Service Company, LLC	12/30/2025	EFT	0.00	210.00	101375
VEN04792	NM Local Government Law	12/30/2025	EFT	0.00	2,412.41	101376
VEN04477	Rentokil North America Inc.	12/30/2025	EFT	0.00	344.11	101377
VEN04527	Sharp Electronics Corporation	12/30/2025	EFT	0.00	922.80	101378
VEN04850	State of Emergency Upfitting	12/30/2025	EFT	0.00	2,176.50	101379
VEN04979	Tedder Industries, LLC	12/30/2025	EFT	0.00	326.44	101380
VEN04869	The Printers Press Inc.	12/30/2025	EFT	0.00	107.00	101381

## Bank Code AP BANK CODE Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	37	18	0.00	29,250.76
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	21	15	0.00	71,156.49
	58	33	0.00	100,407.25



**Fund Summary**

<b>Fund</b>	<b>Name</b>	<b>Period</b>	<b>Amount</b>
99000	Pooled Cash Fund	12/2025	100,407.25
			<u>100,407.25</u>

Authorization Signatures

MAYOR & COUNCILORS

\_\_\_\_\_  
JOSHUA RAMSELL, MAYOR

\_\_\_\_\_  
LAWRENCE GORDON, COUNCILOR

\_\_\_\_\_  
MICHAEL MELENDEZ, COUNCILOR

\_\_\_\_\_  
MATTHEW MARQUEZ, COUNCILOR

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THOMAS NELSON, COUNCILOR

ATTEST:

\_\_\_\_\_  
MUNICIPAL CLERK



Rio Communities, NM

# Check Register

Packet: APPKT01764 - AP 1.7.26

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP BANK CODE-AP BANK CODE						
VEN04168	ABC Door Company	01/08/2026	Regular	0.00	546.10	5128
VEN04203	Artesia Fire Equipment Inc.	01/08/2026	Regular	0.00	14,032.00	5129
VEN04417	Napa Auto Parts	01/08/2026	Regular	0.00	202.48	5130
VEN04440	NM EDGE	01/08/2026	Regular	0.00	595.00	5131
VEN04573	Universal Waste Systems, Inc.	01/08/2026	Regular	0.00	119.13	5132
VEN04603	Woodlands Hardware	01/08/2026	Regular	0.00	69.40	5133
VEN04245	Code 3 Service	01/08/2026	EFT	0.00	4,602.20	101383
VEN04709	Maloy Mobile Storage Inc.	01/08/2026	EFT	0.00	243.68	101384
VEN04929	The Artcraft Group Inc	01/08/2026	EFT	0.00	6,073.78	101385
VEN04249	Comcast Business	01/08/2026	Bank Draft	0.00	628.46	DFT0001850
VEN04481	PNM	01/08/2026	Bank Draft	0.00	2,427.47	DFT0001851

## Bank Code AP BANK CODE Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	6	6	0.00	15,564.11
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	12	2	0.00	3,055.93
EFT's	3	3	0.00	10,919.66
	<b>21</b>	<b>11</b>	<b>0.00</b>	<b>29,539.70</b>

Fund Summary

Fund	Name	Period	Amount
99000	Pooled Cash Fund	1/2026	29,539.70
			<u>29,539.70</u>

## Authorization Signatures

### MAYOR & COUNCILORS

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JOSHUA RAMSELL, MAYOR

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LAWRENCE GORDON, COUNCILOR

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MICHAEL MELENDEZ, COUNCILOR

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MATTHEW MARQUEZ, COUNCILOR

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THOMAS NELSON, COUNCILOR

ATTEST:

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MUNICIPAL CLERK

**CITY OF RIO COMMUNITIES, NEW MEXICO**

**OPEN MEETINGS ACT  
RESOLUTION 2026 - 01**

**A RESOLUTION CONCERNING GOVERNING BODY MEETINGS AND THE  
PUBLIC NOTICE REQUIRED**

**WHEREAS**, the Governing Body of the City of Rio Communities met in regular session at the City Council Chambers, 360 Rio Communities Blvd., Rio Communities, NM on January 12, 2026, at 6:00 p.m. as required by law for the purpose of establishing notice requirements for the year 2026; and

**WHEREAS**, Section 10-15-1 (B) NMSA 1978 provides that "All meetings of a quorum of members of any board, commission, administrative adjudicatory body or other policymaking body of any state agency or authority of any county, municipality, district or any political subdivision held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of such body, are declared to be public meetings open to the public at all times, except as otherwise provided in the Constitution of New Mexico or the provision of the Open Meetings Act"; and

**WHEREAS**, Section 10-15-3 (A), NMSA 1978 provides that "No resolution, rule, regulation, ordinance or action of any board, commission, committee or other policymaking body shall be valid unless taken or made at a meeting held in accordance with the requirements of Section 10-15-1 NMSA 1978"; and

**WHEREAS**, Section 10-15-4, NMSA 1978 provides that "Any person violating any of the provisions of Section 10-15-1 or 10-15-2 NMSA 1978 is guilty of a misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars (\$500) for each offense"; and

**WHEREAS**, Section 10-15-1 (D) requires that "Any meetings at which the discussion or adoption of any proposed resolution, rule, regulation, or formal action occurs, and at which a majority or quorum of the body is in attendance and any closed meetings, shall be held only after reasonable notice to the public. The affected body shall determine at least annually in a public meeting what notice for a public meeting shall be reasonable when applied to that body."

**NOW, THEREFORE, BE IT RESOLVED** by the governing body of the City of Rio Communities, New Mexico that:

1. Notice shall be given Seventy-Two hours (72) in advance of any regular meeting of a quorum of the members of the governing body or any board, commission,

committee, agency, authority, or other policy-making body held for the purpose of discussing public business or taking any formal action within the authority of such body. The governing body so states that a draft agenda will be sent to the press no later than Seventy-Two hours (72) in prior to a regular meeting of a quorum of the members of the governing body or any board, commission, committee, agency, authority, or other policy-making body held for the purpose of such body.

2. The regularly scheduled meetings of the governing body will be held at 6:00 P.M. on the second and fourth Monday each month in the City Council Chambers located at 360 Rio Communities Blvd, Rio Communities, New Mexico. In the event that the regular meeting date falls on a legal holiday, the governing body shall designate an alternate meeting date and/or time to be published as provided in this Resolution. In the event that a regular meeting of the governing body is changed to a different location, advance notice of the meeting location shall be published as provided in this Resolution.

A member of the governing body may participate in a meeting of the governing body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the governing body who speaks during the meeting.

3. Notice shall be given at least Seventy-Two hours (72) in advance of any special meeting of a quorum of the members of the governing body, board, commission, committee, agency, authority, or other policy-making body held for the purpose of discussing public business or taking any formal action within the authority of such body.

4. The notice requirements of Section 1, 2 and 3 of this Resolution are complied with if notice of the date, time, place, and subject matter of any regular or special meeting of a quorum of the members of the governing body, board, commission, committee, agency, authority, or other policy-making body held for the purpose of discussing public business or taking any formal action within the authority of such body is published Seventy-Two hours (72) in advance.

Additionally, the notice shall contain information on how the public may obtain a copy of the meeting agenda, said agenda to be at least seventy-two (72) hours prior to the meeting. "Publish" means printing in a newspaper which maintains an office in the municipality and is of general circulation within the municipality. If such newspaper is a non-daily paper which will not be circulated to the public in time to meet publication

requirements, or, if no such newspaper exists, "publish" shall mean posting in at least six (6) public places within the municipality, the city website; one of the public places where posting shall be made is the office of the municipal clerk, who shall maintain posting for public inspection

5. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety and property of citizens or to protect the public body from substantial financial loss. The City of Rio Communities will avoid emergency meetings whenever possible. Emergency meetings may be called by the mayor or a majority of the members of the governing body with four hours prior notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the City of Rio Communities will notify the Attorney General's Office.

6. Public places listed below are places where notice may be posted:

Rio Communities Municipal Clerk's Office	Chamisa Subdivision
New Mexico Water Department	Tierra Grande HOA
Rio Communities Fire Department	Oasis Laundry Wash & Fold

The Clerk may, in addition to posting, publish one or more times in a newspaper of general circulation within the municipality, even though it does not maintain an office within the municipality. In addition, written notice of such meetings shall be mailed or faxed to federally licensed broadcast stations and newspapers of general circulation in the municipality, which have provided a written request for such notice.

7. Notwithstanding any other provisions of sections 1 through 6 of this Resolution, Governing Body may establish such additional notice requirements as may be deemed proper and advisable to comply with the provisions of the Open Meetings Act.

8. The governing body of the City of Rio Communities may close a meeting to the public only pursuant to exclusions contained in Section 10-15-1, Subsection H, NMSA 1978. If a meeting is closed during an open meeting, such disclosure shall be approved by a majority vote taken during the open meeting. The authority for the closed meeting and subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting. If a closed meeting is called when the governing body of the City of Rio Communities is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed



meeting and the subjects to be discussed with reasonable specificity, is given to the members and the general public.

Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure. Except as provided in Section 10-15-1 (H) of the Open Meetings Act.

Any action taken as a result of discussions in a closed meeting shall be made by a vote of the governing body of the City of Rio Communities in an open meeting.

**PASSED, APPROVED AND ADOPTED THIS 12th DAY OF JANUARY 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.**

City of Rio Communities Governing Body

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Joshua Ramsell,  
Mayor

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Lawrence R. Gordon,  
Councilor Mayor Pro-tem

---

Michael Melendez,  
Councilor

---

Thomas Nelson,  
Councilor

---

Matthew Marquez,  
Councilor

Michael Melendez  
Planning and Zoning Commissioner, City of Rio Communities  
608 Western Dr. Rio Communities, NM 87002  
Cell: 505-340-1756 – email: m.melendez@riocommunities.net

## Memorandum

December 31, 2025

From: Michael Melendez

A handwritten signature in black ink, consisting of stylized initials 'MM' enclosed within an oval shape.

To: City of Rio Communities – Mayor Joshua Ramsell, Councilman Lawrence Gordon, Art Apodaca, Matthew Marquez, Thomas Nelson. Planning and Zoning Commissioners Melodie Good, Jim Winters, Peggy Marquez, Richard Henderson

RE: Letter of Resignation-Planning and Zoning Commission

This memorandum serves as official resignation notice that Michael Melendez, Planning and Zoning Commissioner for the City of Rio Communities, NM; here by tenders this resignation notice as of this date, December 31, 2025.

Michael Melendez will continue to serve the City of Rio Communities as the duly elected City Council member beginning January 1, 2026.

**STATE OF NEW MEXICO  
CITY OF RIO COMMUNITIES  
RESOLUTION 2025 – XX**

**QUARTERLY BUDGET AMENDMENT BAR #02  
QUARTER #2  
(FISCAL YEAR ENDING JUNE 30, 2026)**

- WHEREAS,** the Governing Board in and for the City of Rio Communities, State of New Mexico has developed a budget for fiscal year 2026, and
- WHEREAS,** said budget was developed upon need and through cooperation with all user departments, elected officials, and other department supervisors, and
- WHEREAS,** the official meetings for the review of said documents were duly advertised in compliance with the State Open Meetings Act, and

**THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the City of Rio Communities, State of New Mexico hereby approves the following adjustments attached herein.

**PASSED, APPROVED AND ADOPTED THIS 8<sup>th</sup> DAY OF December 2025 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.**

**City of Rio Communities Governing Body**

---

Joshua Ramsell,  
Mayor

---

Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

---

Arthur Apodaca,  
Councilor

---

Thomas Nelson,  
Councilor

---

Matthew Marquez,  
Councilor

**ATTEST:**

---

Martin D. Moore, Acting Municipal Clerk

**STATE OF NEW MEXICO  
CITY OF RIO COMMUNITIES  
RESOLUTION 2025 – 32**

**QUARTERLY BUDGET AMENDMENT BAR #02  
QUARTER #2  
(FISCAL YEAR ENDING JUNE 30, 2026)**

- WHEREAS,** the Governing Board in and for the City of Rio Communities, State of New Mexico has developed a budget for fiscal year 2026, and
- WHEREAS,** said budget was developed upon need and through cooperation with all user departments, elected officials, and other department supervisors, and
- WHEREAS,** the official meetings for the review of said documents were duly advertised in compliance with the State Open Meetings Act, and

**THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the City of Rio Communities, State of New Mexico hereby approves the following adjustments attached herein.

**PASSED, APPROVED AND ADOPTED THIS 12<sup>th</sup> DAY OF January 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.**

**City of Rio Communities Governing Body**

---

Joshua Ramsell,  
Mayor

---

Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

---

Michael Melendez,  
Councilor

---

Thomas Nelson,  
Councilor

---

Matthew Marquez,  
Councilor

ATTEST:

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Martin D. Moore, Acting Municipal Clerk

State of New Mexico - DFA Local Government Division  
Budget Adjustment Request - Rio Communities (City) - 2026  
Bar #2 Quarter 2 Adjustments

Bar ID	Contact	Phone	Email	Status
15-252-21510				ENTITY

Details

Fund	Department	Object Code	PreAdjusted Budget	Adjustment	Adjusted Budget
11000 General Operating Fund	0001 No Department	10104 State Required Reserve	175,313.07	2,610.36	177,923.43
11000 General Operating Fund	0001 No Department	41250 Gross Receipts Tax - Municipal Local Option General	667,000.00	8,000.00	675,000.00
11000 General Operating Fund	0001 No Department	42401 GRT Shared - Municipal Equivalent Distribution	454,333.00	6,000.00	460,333.00
11000 General Operating Fund	0001 No Department	47398 Other State Distributions (operational)	12,000.00	20,000.00	32,000.00
11000 General Operating Fund	1001 Governing Body	51040 Salaries - Part-Time Positions	0.00	4,320.00	4,320.00
11000 General Operating Fund	4004 Library	51020 Salaries - Full-Time Positions	30,825.00	13,500.00	44,325.00
11000 General Operating Fund	4004 Library	52010 FICA - Regular	1,911.19	1,030.00	2,941.19
11000 General Operating Fund	4004 Library	52011 FICA - Medicare	446.97	750.00	1,196.97
11000 General Operating Fund	4004 Library	52020 Retirement	5,574.67	1,335.00	6,909.67
11000 General Operating Fund	4004 Library	52030 Health and Medical Premiums	0.00	7,809.36	7,809.36
11000 General Operating Fund	4004 Library	52120 Workers' Compensation (Self Insured)	60.00	2,580.00	2,640.00

Justification

Compliance with Section 6-6-2, NMSA, 1978 compilation:

1. The requested budget adjustments were authorized at a scheduled Governing Body meeting open to the public on **2025-12-08**
2. Justification should provide a sufficient explanation for budget adjustment. Backup documentation such as grant award letter or other documents requested by Budget and Finance Analysts, should be submitted on LGBMS.

Approvals

Name	Role	Date
	Entity Submitter	
	Analyst	
	Bureau Chief	

**STATE OF NEW MEXICO  
CITY OF RIO COMMUNITIES  
RESOLUTION 2025 – 36**

**QUARTERLY BUDGET AMENDMENT BAR #3  
QUARTER #2  
(FISCAL YEAR ENDING JUNE 30, 2026)**

- WHEREAS,** the Governing Board in and for the City of Rio Communities, State of New Mexico has developed a budget for fiscal year 2026, and
- WHEREAS,** said budget was developed upon need and through cooperation with all user departments, elected officials, and other department supervisors, and
- WHEREAS,** the official meetings for the review of said documents were duly advertised in compliance with the State Open Meetings Act, and

**THEREFORE, BE IT HEREBY RESOLVED** that the Governing Body of the City of Rio Communities, State of New Mexico hereby approves the following adjustments attached herein.

**PASSED, APPROVED AND ADOPTED THIS 12<sup>th</sup> DAY OF JANUARY 2026 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.**

**City of Rio Communities Governing Body**

---

Joshua Ramsell,  
Mayor

---

Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

---

Michael Melendez,  
Councilor

---

Thomas Nelson,  
Councilor

---

Matthew Marquez,  
Councilor

ATTEST:

---

Martin D. Moore, Acting Municipal Clerk

State of New Mexico - DFA Local Government Division  
 Budget Adjustment Request - Rio Communities (City) - 2026  
 BAR #3 Quarter 2 Adjustments

Bar ID	Contact	Phone	Email	Status
15-252-21529				ENTITY

#### Details

Fund	Department	Object Code	PreAdjusted Budget	Adjustment	Adjusted Budget
29900 Other Special Revenue	0001 No Department	46010 Contributions/Donations	0.00	100,000.00	100,000.00
29900 Other Special Revenue	2002 General Administration	58010 Buildings & Structures	0.00	100,000.00	100,000.00

#### Justification

Compliance with Section 6-6-2, NMSA, 1978 compilation:

1. The requested budget adjustments were authorized at a scheduled Governing Body meeting open to the public on **0000-00-00**
2. Justification should provide a sufficient explanation for budget adjustment. Backup documentation such as grant award letter or other documents requested by Budget and Finance Analysts, should be submitted on LGBMS.

#### Approvals

Name	Role	Date
	Entity Submitter	
	Analyst	
	Bureau Chief	

◀ Back to Items

+ Add

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Show 100 ▾ entries

Search:

					▾
<input type="checkbox"/>	Created	Creator	From:	To	Comment
	2025-12-04 17:23:56	Martin Moore	entity	analyst	These funds are to be used towards building, furnishing, and equipping a new Veteran's Memorial Park in Rio Communities.
					Reac: No



## RESOLUTION 2025-33

### Rio Communities

#### PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the City of Rio Communities and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$200,000.00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$200,000.00

and

- b. City of Rio Communities proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$200,000.00

City of Rio Communities shall pay all costs, which exceed the total amount of \$200,000.00

Now therefore, be it resolved in official session that City of Rio Communities determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2029 (for Laws of 2025)** and the City of Rio Communities incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Rio Communities to enter into Cooperative Agreement Control Number **HW2C3253306** with the New Mexico Department of Transportation for Capital Outlay **Laws of 2025** to Plan, Design and Equip Street Lights throughout, and within the control of the City of Rio Communities in Valencia County New Mexico.

#### City of Rio Communities Governing Body

\_\_\_\_\_  
Joshua Ramsell,  
Mayor

\_\_\_\_\_  
Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

\_\_\_\_\_  
Thomas Nelson,  
Councilor

\_\_\_\_\_  
Michael Melendez,  
Councilor

\_\_\_\_\_  
Matthew Marquez,  
Councilor

ATTEST:

\_\_\_\_\_  
Martin D. Moore, Acting Municipal Clerk

Contract Number: \_\_\_\_\_  
Vendor Number: 00000110108  
Control Number: HW2C3253306

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT  
DEPARTMENT OF TRANSPORTATION  
CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Department of Transportation, ("**Department**") and City of Rio Communities, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

**WITNESSETH**

**WHEREAS**, in the Laws of 2025, HB450, Chapter 159, Section 39, Subsection 86, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

**I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION**

- A. **C3253306 ("Project")**, Appropriation ID **J3306**, Reversion Date **6/30/2029 ("Reversion Date")**. Laws of 2025, Chapter 159, Section 39, Subsection 86, (Two Hundred Thousand Dollars and No Cents) **(\$200,000)**, to plan, design, construct and equip street lights in Rio Communities in Valencia county.
- B. Grantee's total reimbursements shall not exceed Two Hundred Thousand Dollars and No Cents, **(\$200,000) ("Appropriation Amount")** minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, Zero Dollars and No Cents, which equals Two Hundred Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

**II. DISBURSEMENT LIMITATION**

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying

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

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
  - b. The total amount received by Grantee shall not exceed the lesser of:
    - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
  - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
  - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
  - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
  - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
  - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### III. NOTICES

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

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Rio Communities  
Name: Amy Lopez  
Title: City Manager Assistant  
Address: 360 Rio Communities Blvd, Rio Communities, New Mexico 87002  
Email: alopez@riocommunities.net  
Telephone: 505-861-6803

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

Grantee:  
Name:  
Title:  
Address:  
Email:  
Telephone:

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

Department: Department of Transportation, District 3 Office  
Name: Tim Chavez  
Title: Capital Outlay District Coordinator  
Address: P.O. Box 91750, Albuquerque, NM 87199-1750

Email: Tim.Chavez@dot.nm.gov  
Telephone: 505-490-3502

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### IV. TERM & DEADLINE TO EXPEND FUNDS

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the **Reversion Date** unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
  - a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
  - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
  - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

#### V. EARLY TERMINATION

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
  - a. Termination due to completion of the Project before the Reversion Date;
  - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
  - c. Termination for violation of the terms of this Agreement; or
  - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.
- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
  - a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
  - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:

- i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
  - a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
  - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.
  - a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
  - b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
  - c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

### **A. Database Reporting**

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

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

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

### **B. Requests for Additional Information/Project Inspection**

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

## **IX. REQUEST FOR PAYMENT PROCEDURES**

- A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

- iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
  - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
  - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.
- D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.
  - a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

- A. The following general conditions and restrictions shall apply to the Project:
  - a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
  - b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
  - c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
  - d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
  - e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.



- i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
  - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
  - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any

function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.

- ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
  - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- C. **Consequences of False or Misleading Representations.** If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
  - a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
  - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
  - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. **Survival of Representations and Warranties.** The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

#### **XIV. LIABILITY**

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

#### **XV. SCOPE OF AGREEMENT**

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

#### **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
  - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
  - b. If the Legislature does not make sufficient appropriations and authorization, [Grantee's name] may immediately terminate this Agreement by giving Contractor written notice of such termination.
  - c. [Grantee's name]'s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the [Grantee's name] or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the [Grantee's name] or the State Department of Finance and Administration."

#### **XVII. REQUIRED TERMINATION CLAUSE**

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
  - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with [Grantee's name], [Grantee's name] may terminate this contract immediately by providing Contractor written notice of such termination.
  - b. In the event of termination pursuant to this paragraph, [Grantee's name] only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

#### **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

- A. Throughout the term of this Agreement, Grantee shall:
  - a. Submit all reports of annual audits and agreed-upon procedures required by § 12-6-3(A)-(B), NMSA 1978 by the due dates established in § 2.2.2 NMAC, reports of which must be a public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;

- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
  - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
  - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

## **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
    - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    - iii. The SBOF may in the future impose further or different conditions upon the Project;
    - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't proceed sufficiently.
- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.

- b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and

effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.

- L. **Survival of Certain Agreement Terms:** Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. **Third Party Beneficiaries:** Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. **Waiver:** A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. **Standard and Manner of Performance:** Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. **Licenses, Permits, and Other Authorizations:** Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. **Publicity:** Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**" means notices, informational pamphlets, press releases, email responses, research, reports, signs, and similar public notices prepared by or for the Grantee or jointly with others.
  - a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
  - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
  - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. **Data Sharing:** The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future

developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.

- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]  
[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**APPROVED BY DEPARTMENT:**

**NMDOT Cabinet Secretary or Designee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**APPROVED BY GRANTEE:** City of Rio Communities

*Entity Name*

**Official with Authority to Bind Grantee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**Fiscal Officer or Chief Financial Officer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date



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**Legal Counsel: (OPTIONAL)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**EXHIBIT A**  
Request for Payment Form and Certification

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

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

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
C. Contact Name/Phone #: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

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

**III. Fiscal Year :** 2026 (July 1, 2025-June 30, 2026)  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. Certifications**

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
  - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
  - c. Submission of supporting documentation as required by the Agreement.
  - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

\_\_\_\_\_  
Grantee Fiscal Officer or Fiscal Agent (if applicable)

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO# \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
ASD Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Grant Manager

\_\_\_\_\_  
Date

EXHIBIT B

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee: \_\_\_\_\_

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: \_\_\_\_\_

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.

**EXHIBIT C**

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

## Project Budget Worksheet

**Detailed Expenditure Plan**  
**DATE:**

[illegible]Detailed Procedures Page  
Date:[illegible]

## **EXHIBIT E**

### **Data Sharing Provisions for New Mexico Capital Outlay Agreements**

#### **I. Introduction:**

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

#### **II. Definitions:**

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

#### **III. Purpose:**

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

#### **IV. Use of Information:**

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

**V. Safeguarding Information:**

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

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

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

**VII. Ownership of Information:**

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

**EXHIBIT F**  
**NM DEPARTMENT OF TRANSPORTATION PROVISIONS**

**The City of Rio Communities shall agree to comply with the following Provisions:**

1. Assume the lead role for the Project.
2. Be responsible for all applicable design, environmental and archaeological clearances, and right-of-way acquisition, in accordance with current local, state, federal laws, Uniform Relocation Act, and current design practices and specifications.
3. Be responsible for project development, project construction, construction management, and testing.
4. Utilize the Project Control Number in all correspondence and submittals to the Department.
5. Adopt a written resolution of support for the Project, including as applicable an assumption of ownership, liability, and maintenance responsibility for the scope, or related amenities and required funding to support the Project.
6. Complete the Project using current American Public Works Association (APWA) specifications, implemented Grantee's design standards and specifications, or Department specifications.
7. Use Rental Rate Blue Book rates, if not provided in the Department established equipment rates, in the implementation of this Project. Any equipment rates not found in the Department established rates shall be reimbursed at the Blue Book rates.

**The City of Rio Communities shall agree to comply with the following Lighting and Signal Provisions as applicable:**

1. After subject signal system(s) has/have been constructed, make provisions for and provide, at its own expense, all electrical energy, routine maintenance such as lamp replacement, emergency shutdown in case of accidental damage or equipment failure and make any repairs necessary due to accidental damage to, or equipment failure of, the signal head and poles.
2. In the event that accidental damage or equipment failure should occur, provide for equipment shut down/or emergency traffic control as needed. In addition, should the accidental damage or equipment failure involve the Controller (and cabinet) or the loop detection system, promptly notify the Traffic Technical Support Bureau of the Department.
3. In the event that the traffic signal should be rendered completely inoperable as a result of accidental damage, secure the intersection with stop signs at all approach legs until such time as the traffic signal is made operable.
4. Make ample future provisions in its budget each year for the cost of maintaining and providing energy to the traffic signals and telephone service to the signal system and intersection lighting.
5. At its own expense, maintain the signal controller and control equipment (the "Controller") including and maintenance of the machine vision vehicle detection system with cameras and emergency vehicle pre-empt system and repair or replace the Controller in the event the Controller and/or cabinet is damaged or there is an equipment failure.
6. After the installation of the roadway lighting system, if any, provide any and all utilities, maintenance, and such other items as may be necessary of continued satisfactory operation of said subject lighting system.
7. Make all timing adjustments to the Signal Control equipment and review the Signal System(s) for efficient and satisfactory operation.
8. Obtain approval from the Department for all signal equipment prior to installation.
9. Require the construction contractor to name the Department and the Grantee as an additional insured in the construction contractor's general liability policy.
10. Enter into a Signalization and Lighting Agreement with the Department's Traffic Technical Support Bureau as required.



## Changes Between 2023 and 2025 Capital Outlay Boilerplates

### 1. Project Budget Requirements

- **2025:** Introduces a **mandatory Project Budget** (procurement + expenditure plan with milestones), which must be approved before reimbursement starts.

**2023:** Does not mention a formal “Project Budget” requirement; instead, it relies more heavily on the issuance of Notices of Obligation as a gating mechanism.

### 2. Risk Assessment & Special Conditions

- **2025:** Requires a **pre-agreement risk assessment** and allows the Department to **unilaterally update Exhibit D** with special conditions **without a formal amendment**.
- **2023:** No formal risk assessment or unilateral update clause. Any amendments require mutual written agreement.

### 3. Obligation and Expenditure Timelines

- **2023:** Grantee must obligate 5% of funds in 6 months and expend 85% six months before the reversion date.
- **2025:** Increases initial obligation to **10% within one year**; 85% expenditure requirement remains six months before reversion.

### 4. Reporting Requirements

- **2023:**
  - Quarterly project activity reporting through DFA’s CPMS database.
  - 30 days’ advance notice required for reporting changes.
- **2025:**
  - Quarterly project activity reporting directly into a **DFA-required database**.
  - Only **14 days’ advance notice** of reporting changes.

## 7. Project Conditions & Restrictions

- **2023:**
  - Must comply with Procurement Code, Public Works Minimum Wage Act, and Anti-Donation Clause.
  - Cannot convert property use for **10 years without approval**.
- **2025:**
  - Adds requirement to follow **State's Model Accounting Practices**.
  - Clarifies that property use restrictions last for **useful life of the asset** (not 10 years).
  - Adds **civil rights and equal employment nondiscrimination** requirements (includes sexual preference and handicap protections).

## 8. State Board of Finance (SBOF) Provisions

- **2023:**
  - SBOF conditions acknowledged but less detailed.
- **2025:**
  - Explicitly states SBOF can **reassign bond proceeds** if readiness milestones (5% encumbrance within 6 months of bond issuance) are not met.
  - Agreement may be suspended until readiness demonstrated.

## 9. Administrative & Legal Provisions

- **2023:**
  - Simpler amendment and assignment language.
  - Non-appropriations and termination clauses required in **subcontracts**.
- **2025:**
  - Adds **digital signatures, venue, and severability clauses**.

S A M P L E  
RESOLUTION

(ENTITY NAME)

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED  
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the (ENTITY NAME) and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be (\$XXX.XX) to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or (\$XXX.XX)
- and
- b. (ENTITY NAME)'s proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS (\$XXX.XX)

(ENTITY NAME) shall pay all costs, which exceed the total amount of (\$XXX.XX).

Now therefore, be it resolved in official session that (ENTITY NAME) determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 20xx (for Laws of 20xx)** and the (ENTITY NAME) incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the (ENTITY NAME) to enter into Cooperative Agreement Control Number (XXXX) with the New Mexico Department of Transportation for Capital Outlay (**Laws of 20xx**) to (LIST SCOPE, ROUTE, AND TERMINI) within the control of the (ENTITY NAME) in (CITY/COUNTY), New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

\_\_\_\_\_  
(PRINTED NAME, POSITION)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(PRINTED NAME, POSITION)

\_\_\_\_\_  
DATE

## RESOLUTION 2025-34

### Rio Communities

#### PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

WHEREAS, the City of Rio Communities and the New Mexico Department of Finance and Administration enter into a Grant Agreement.

WHEREAS, the total cost of the project will be \$700,00.00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$700,000.00 of Which \$7,000.00 Will be Allocated for Art in Public Places ( AIPP)
- and
- b. City of Rio Communities proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$700,000.00

City of Rio Communities shall pay all costs, which exceed the total amount of \$700,000.00

Now therefore, be it resolved in official session that City of Rio Communities determines, resolves, and orders as follows:

That the project for this Grant agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2029 (for Laws of 2025)** and the City of Rio Communities incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Rio Communities to enter into Grant Agreement Project Number 25-J3211 with the New Mexico Department of Finance and Administration for Capital Outlay **Laws of 2025** to Acquire Land and Plan, Design, Construct, Furnish, and Equip a Public Works Complex in Valencia County New Mexico

#### City of Rio Communities Governing Body

\_\_\_\_\_  
Joshua Ramsell,  
Mayor

\_\_\_\_\_  
Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

\_\_\_\_\_  
Michael Melendez,  
Councilor

\_\_\_\_\_  
Thomas Nelson,  
Councilor

\_\_\_\_\_  
Matthew Marquez,  
Councilor

ATTEST:

\_\_\_\_\_  
Martin D. Moore, Acting Municipal Clerk

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT  
CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Rio Communities, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

**WITNESSETH**

**WHEREAS**, in the Laws of 2025, Chapter 159, Section 556, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

**I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION**

- A. **25-J3211 ("Project")** 6/30/2029 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 556, Paragraph 33, Seven Hundred Thousand Dollars and No Cents, \$700,000.00, to acquire land and to plan, design, construct, furnish and equip a public works complex in Rio Communities in Valencia county;.
- B. Grantee's total reimbursements shall not exceed \$700,000.00 Seven Hundred Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$7,000.00 Seven Thousand Dollars and No Cents, which equals \$693,000.00 Six Hundred Ninety Three Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

**II. DISBURSEMENT LIMITATION**

- A. Upon the Effective Date, the Grantee shall submit to the Department a comprehensive procurement plan and expenditure plan, detailing a Project timeline with milestones, required procurements, and identifying expected expenditures per milestone (collectively, "**Project Budget**"). The Department shall review and approve the Project Budget by approving a Notice of

Department's Obligation ("**Notice of Obligation**"), in accordance with the Project Description, a sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
  - b. The total amount received by Grantee shall not exceed the lesser of:
    - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
  - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
  - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
  - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
  - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
  - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.

- d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.
- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### III. NOTICES

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

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Rio Communities  
Name: Dr. Martin D. Moore  
Title: City Manager  
Address: 360 Rio Communities Blvd., Rio Communities, NM 87002  
Email: mmoore@riocommunities.net  
Telephone: 505-861-6803

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

Grantee: City of Rio Communities  
Name: Jennifer Gauna  
Title: Finance Clerk / CPO  
Address: 360 Rio Communities Blvd., Rio Communities, NM 87002  
Email: jgauna@riocommunities.net

Telephone: 505-861-6803

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

Department: DFA/Local Government Division

Name: Loretta (Lori) Vasquez

Title: Grant Manager

Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501

Email: Loretta.Vasquez@dfa.nm.gov

Telephone: 505-469-6175

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
  - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
  - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
  - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
  - c. Termination for violation of the terms of this Agreement; or
  - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.



- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
  - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
  - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

### **A. Database Reporting**

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

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

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**B. Requests for Additional Information/Project Inspection**

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

**IX. REQUEST FOR PAYMENT PROCEDURES**

**A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:**

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.
- B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.
- C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:
  - a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
  - b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
  - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
  - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
  - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
  - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
  - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:

- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
- b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
- c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.

D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

## **XIV. LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

#### **XV. SCOPE OF AGREEMENT**

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

#### **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

- A. Grantee acknowledges and agrees to include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
- a. “The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico (“**Legislature**”) for the performance of this Agreement.
  - b. If the Legislature does not make sufficient appropriations and authorization, City of Rio Communities may immediately terminate this Agreement by giving Contractor written notice of such termination.
  - c. The City of Rio Communities’s decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Rio Communities or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Rio Communities or the State Department of Finance and Administration.”

#### **XVII. REQUIRED TERMINATION CLAUSE**

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
- a. “This contract is funded in whole or in part by funds made available by the State of New Mexico (“**State**”). Should the State terminate its Agreement with the City of Rio Communities, the City of Rio Communities may terminate this contract immediately by providing Contractor written notice of such termination.
  - b. In the event of termination pursuant to this paragraph, the City of Rio Communities’s only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date.”

#### **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

- public record pursuant to § 12-6-5(A), NMSA 1978 within forty-five (45) days of delivery to the State Auditor;
- b. Have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
  - c. Timely submit all required financial reports to its budgetary oversight agency (if any); and
  - d. Use accounting methods and procedures consistent with Generally Accepted Accounting Principles and the State's Model Accounting Principals to expend the Appropriated Amount in accordance with applicable law and account for and safeguard Project funds and assets acquired with Project funds.
- B. In the event Grantee fails to comply with the requirements of subparagraph A of this Article XVIII, Department may take one or more of the following actions:
- a. Suspend new or further obligations pursuant to Article VI(A) of this Agreement;
  - b. Require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
  - c. Impose special conditions to address the non-compliance by giving Grantee notice of such special conditions in accordance with Article III of this Agreement;
    - i. The Parties agree that any special conditions imposed to address non-compliance shall be incorporated into this Agreement, through **Exhibit C**, upon notice to Grantee, without need for formal amendment of this Agreement;
    - ii. Special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III or
  - d. Terminate this Agreement pursuant to Article V(A) of this Agreement.

#### **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

- A. Grantee acknowledges and agrees that the underlying appropriation for the Project may originate from the issuance of tax-exempt severance tax bonds or general obligation bonds by the State. Proceeds from such bonds are administered by the New Mexico State Board of Finance ("**SBOF**"), an entity separate and distinct from the Department.
- a. Grantee acknowledges and agrees:
    - i. It is Grantee's responsibility to determine through SBOF what (if any) conditions are currently imposed on the Project;
    - ii. Department's failure to inform Grantee of an SBOF-imposed condition does not affect the validity or enforceability of the condition;
    - iii. The SBOF may in the future impose further or different conditions upon the Project;
    - iv. All SBOF conditions are attached to the Project and Appropriation Amount without the need for formal amendment of this Agreement;
    - v. All applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s) and
    - vi. The Department's obligation to reimburse Grantee from the Project is expressly contingent upon the satisfaction of the then-current SBOF conditions.
- B. Grantee acknowledges and agrees SBOF may, at its sole and absolute discretion, require reimbursement or remove eligibility for bond proceeds for the Project if the Project doesn't



proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
  - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

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

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

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

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
  - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
  - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

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

**APPROVED BY DEPARTMENT:**

**Cabinet Secretary, Wayne Propst:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Chief Financial Officer, Mackie Romero:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Local Government Division Director, Cecilia Mavrommatis:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**EXHIBIT A**  
Request for Payment Form and Certification

<b>STATE OF NEW MEXICO</b> <b>GRANT APPROPRIATION</b> <b>Request for Payment Form</b> <b>Exhibit A</b>
---

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

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
(Include mailing address, if applicable)  
\_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
C. Contact Name/Phone #: \_\_\_\_\_  
D. Grant No.: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

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

III. Fiscal Year: 2020 (July 1, 2020 - June 30, 2021)  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV. Certifications**

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
  - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
  - c. Submission of supporting documentation as required by the Agreement.
  - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

\_\_\_\_\_  
Grantee Fiscal Officer or Fiscal Agent (if applicable)

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
ASD Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Grant Manager

\_\_\_\_\_  
Date

Revised 7/2025

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**EXHIBIT B**  
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT B**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Grant Manager

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

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

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

Department Rep. Approver: \_\_\_\_\_

Title: Grant Manager

Signature: \_\_\_\_\_

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

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

Revised 7/2025

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## EXHIBIT C

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

#### OPTIONAL EXHIBIT C SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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**EXHIBIT D**

**Project Budget Worksheet \***

\*(Provided separately when grant agreement issued to Grantee)



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**EXHIBIT E**  
Data Sharing Provisions

**Exhibit E**  
Data Sharing Provisions for New Mexico Capital Outlay Agreements

**I. Introduction:**

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

**II. Definitions:**

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

**III. Purpose:**

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

data analysis from various sources.

**IV. Use of Information:**

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

**V. Safeguarding Information:**

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

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

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

**VII. Ownership of Information:**

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

## Exhibit D - Legislative Project Budget

Entity Name:		Appropriation Language:	
Project ID:			
Appropriation Amount:	\$ -		

Budget Category	Amount Funded to Date	Funding Source for Amount Funded to Date (drop down)	Year 1	Year 2	Year 3	Year 4	Total Project Cost
Water Rights	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Easement & ROW	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Acquisition	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Archeological Studies	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Environmental Studies	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Planning	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Design (Engineer/Architect)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Furnish/Equip	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Vehicles/Equip	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Amount Not Yet Funded	\$ -						

Additional Comments (optional):	

### Step-by-Step Instructions: Legislative Project Budget Form

Step 1: Enter Project Information - Fill in the top portion of the form:

Entity Name: Enter the name of your organization or agency.

Project ID: Enter your project's assigned ID number. ♦ You can find this on Page 1 of your Grant Agreement, Section I.A.

Appropriation Amount: Enter the total amount awarded to your entity for this project. This should match the amount in your grant agreement.

Appropriation Language: This is the official legislative language that describes what the funding is for. ♦ You can find this on Page 1 of your Grant Agreement, Section I.A.

## RESOLUTION 2025-35

### Rio Communities

#### PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION

WHEREAS, the City of Rio Communities and the New Mexico Department of Finance and Administration enter into a Grant Agreement.

WHEREAS, the total cost of the project will be \$870,00.00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$870,000.00

and

- b. City of Rio Communities proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$870,000.00

City of Rio Communities shall pay all costs, which exceed the total amount of \$870,000.00

Now therefore, be it resolved in official session that City of Rio Communities determines, resolves, and orders as follows:

That the project for this Grant agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2027 (for Laws of 2025)** and the City of Rio Communities incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Rio Communities to enter into Grant Agreement Project Number **25-J3210** with the New Mexico Department of Finance and Administration for Capital Outlay **Laws of 2025** to Purchase and Equip Vehicles and Equipment, Including Ambulances, for the Police and Fire Departments in Rio Communities in Valencia County New Mexico.

**City of Rio Communities Governing Body**

\_\_\_\_\_  
Joshua Ramsell  
Mayor

\_\_\_\_\_  
Lawrence R. Gordon,  
Mayor Pro-tem/Councilor

\_\_\_\_\_  
Michael Melendez,  
Councilor

\_\_\_\_\_  
Thomas Nelson,  
Councilor

\_\_\_\_\_  
Matthew Marquez,  
Councilor

ATTEST:

\_\_\_\_\_  
Martin D. Moore, Acting Municipal Clerk

**NEW MEXICO CAPITAL OUTLAY GRANT AGREEMENT  
CAPITAL APPROPRIATION PROJECT**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Department of Finance & Administration, 407 Galisteo Street, Santa Fe, NM 87501, ("**Department**") and the City of Rio Communities, ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

**WITNESSETH**

**WHEREAS**, in the Laws of 2025, Chapter 159, Section 555, Paragraph 33, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

**I. PROJECT DESCRIPTION, GRANT AMOUNT, AND REVERSION**

- A. **25-J3210 ("Project")** 6/30/2027 ("**Reversion Date**"). Laws of 2025, Chapter 159, Section 555, Paragraph 33, Eight Hundred Seventy Thousand Dollars and No Cents, \$870,000.00, to purchase and equip vehicles and equipment, including ambulances, for the police and fire departments in Rio Communities in Valencia county;.
- B. Grantee's total reimbursements shall not exceed \$870,000.00 Eight Hundred Seventy Thousand Dollars and No Cents, ("**Appropriation Amount**") minus the allocation for Art in Public Places ("**AIPP amount**"), if applicable, \$0.00 No Dollars and No Cents, which equals \$870,000.00 Eight Hundred Seventy Thousand Dollars and No Cents ("**Adjusted Appropriation Amount**").
- C. In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I, the language of the laws cited herein shall control.

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

**II. DISBURSEMENT LIMITATION**

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

sample of which is attached hereto as **Exhibit B** and incorporated herein by reference. After receipt of approved Notice of Obligation, the Grantee may be reimbursed for allowable costs up to the Adjusted Appropriation Amount. This Agreement and any reimbursements up to the Adjusted Appropriation Amount are expressly conditioned upon the following:

- a. Irrespective of any Notice of Obligation, Grantee's expenditures shall be made in accordance with the Project Budget, on or before the Reversion Date and/or, if applicable, any Early Termination Date; and
  - b. The total amount received by Grantee shall not exceed the lesser of:
    - i. the Adjusted Appropriation Amount identified in Article I (B) herein; or
    - ii. the total of all amounts stated in the Notice(s) of Obligation evidencing the Department has received and accepted Grantee's Third Party Obligation(s); and
  - c. Grantee's expenditures are made and accounted for pursuant to the State Procurement Code, State's Model Accounting Practices, and execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project ("**Third Party Obligations**"); and
  - d. Grantee's submittal of timely Requests for Payment and supporting documentation in accordance with the procedures set forth in this Agreement; and
  - e. In the event capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
    - i. must be approved by the applicable oversight entity (if any) in accordance with §§ 13-6-2, 13-6-2.1, and 13-6-3; or
    - ii. If no oversight entity is required to approve the transaction, the Department of Finance and Administration's Infrastructure Planning Development Division (IPDD) must approve it as complying with the law.
- B. Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A) (e) (i) or (ii) herein, the Department may, in its sole and absolute discretion, unless inconsistent with State Board of Finance imposed conditions, reimburse Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, limited to planning and design expenditures; and
- C. Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation, and request the Third Party to begin work after issuance of a Notice of Obligation by the Department.
  - b. Grantee acknowledges and agrees that any Third Party Obligations agreed to prior to receiving a Notice of Obligation are its sole responsibility.
  - c. Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
  - d. Department may, in its sole and absolute discretion, issue a Notice of Obligation for the particular amount of a Third Party Obligation that only obligates the Department to

reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is incorporated herein and attached hereto as **Exhibit B**.

- D. Grantee shall provide all necessary qualified personnel, materials, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
- E. Prior to entering into this Agreement, the Department conducted a risk assessment on the Grantee and a project readiness review for the Project. In accordance with State Model Accounting Practices, FIN 9.2, if the Department determines that the expenditure of Project funds by the Grantee requires special conditions, those conditions are identified and listed in **Exhibit C**, which is attached and incorporated by reference. The Parties agree that, to the extent the Department, in its sole and absolute discretion, determines additional special conditions are necessary or that existing special conditions are no longer required, it may update **Exhibit C** from time to time without the need for a formal amendment of this Agreement.
- F. Project funds shall not be used for purposes other than those authorized by the Department in accordance with the Project Description.
- G. Project funds cannot be used to reimburse the Grantee for indirect Project costs unless specifically allowed by law.

### III. NOTICES

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

- A. The Grantee designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this Agreement:

Grantee: City of Rio Communities  
Name: Dr. Martin D. Moore  
Title: City Manager  
Address: 360 Rio Communities Blvd., Rio Communities, NM 87002  
Email: mmoore@riocommunities.net  
Telephone: 505-861-6803

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

Grantee: City of Rio Communities  
Name: Jennifer Gauna  
Title: Finance Clerk / CPO  
Address: 360 Rio Communities Blvd., Rio Communities, NM 87002  
Email: jgauna@riocommunities.net  
Telephone: 505-861-6803

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

Department: DFA/Local Government Division  
Name: Loretta (Lori) Vasquez  
Title: Grant Manager  
Address: Bataan Memorial Bldg. Rm 202, Santa Fe NM 87501  
Email: Loretta.Vasquez@dfa.nm.gov  
Telephone: 505-469-6175

The Parties agree that all notices, including written decisions, related to this Agreement shall be sent to the persons named above by email or regular mail. For mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five (5) calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of the email.

#### **IV. TERM & DEADLINE TO EXPEND FUNDS**

- A. The term of this Agreement shall begin on the Effective Date and terminate on the 30<sup>th</sup> day of June during the calendar year of the Reversion Date unless Terminated Before Reversion Date ("**Early Termination**") pursuant to Article V herein (collectively "**Term**").
- B. The Project's funds must be expended on or before the Reversion Date and, if applicable, the Early Termination Date of this Agreement.
- a. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Reversion Date or Early Termination Date.
  - b. For purposes of this Agreement, an expenditure of funds has occurred on the date the particular quantity of goods is delivered to and received by the Grantee, title to the goods is transferred to the Grantee, and/or as of the date particular services are rendered to and accepted by the Grantee.
  - c. For purposes of this Agreement, an encumbrance of funds pursuant to a contract or purchase order with a third party does not qualify as an expenditure.

#### **V. EARLY TERMINATION**

- A. General Provision. The Department may terminate this Agreement before the Reversion Date based on the Completion of the Project, Complete Expenditure of the Adjusted Appropriation, and/or Violation of this Agreement. Early Termination hereunder includes:
- a. Termination due to completion of the Project before the Reversion Date;
  - b. Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date;
  - c. Termination for violation of the terms of this Agreement; or
  - d. Termination for suspected mishandling of public funds, including but not limited to fraud, waste, abuse, and conflicts of interest.



- B. Non-appropriation. This Agreement is expressly contingent upon the New Mexico State Legislature making sufficient appropriations and authorizations for the Project Description.
- a. If the Legislature does not appropriate the Appropriation Amount, this Agreement shall terminate upon the Department giving the Grantee written notice of such termination. Such termination shall be effective as of the effective date of the law making the non-appropriation.
    - i. The Department's decision as to whether sufficient appropriations or authorizations are available shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement.
  - b. As used herein, "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature:
    - i. Deauthorization, reauthorization, or revocation of a prior authorization.
- C. Grant Disbursements in the Event of Early Termination. In the event of Early Termination, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II above.
- D. Notice. Either Party may terminate this Agreement prior to the Reversion Date by providing the other Party with a minimum of fifteen (15) days advance written notice of the Early Termination. Grantee hereby waives any rights to assert an impairment of contract claim against the State of New Mexico in the event of Early Termination of this Agreement by the Department.

## **VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

- A. Department, in its sole and absolute discretion, may provide written notice to Grantee to suspend entering into further obligations. Upon the receipt of such written notice by the Grantee:
- a. Grantee shall immediately suspend entering into new or further written obligations with third parties;
  - b. Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
  - c. Department may direct the Grantee to implement a corrective action plan in accordance with Article VI (D) herein.
- B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.
- C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for a Notice of Obligation.
- D. Corrective Action Plan in the Event of Suspension. Where the Department, in its sole and absolute discretion, directs Grantee to suspend entering into new or further written obligations

with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension.

- a. Such a corrective action plan must be approved by the Department and be signed by the Grantee.
- b. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(c).
- c. A corrective action plan shall be in addition to, and not in lieu of, any other equitable or legal remedy authorized hereunder or at law, including but not limited to Early Termination.

## **VII. AMENDMENTS**

Unless expressly stated otherwise herein, this Agreement shall not be altered, changed, or amended except by an instrument in writing duly executed by both parties hereto with the same formalities as this agreement.

## **VIII. REPORTING**

### **A. Database Reporting**

- a. Grantee shall provide the Department with quarterly reports of Project activity, entering the required Project information directly into a database required by the Department.
- b. Additionally, Grantee shall certify on each Request for Payment form, attached hereto as **Exhibit A** and incorporated herein, that all information provided in the database is true and accurate, updates to the database have been maintained, and all Project activity complies with applicable law and the terms of this Agreement.
- c. Grantee hereby acknowledges that failure to perform and/or certify updates to the database will jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of fourteen (14) days' advance written notice of any changes to the information the Grantee is required to report.
- d. At the Department's discretion, all reports required hereunder may be directed to and facilitated through an electronic database.
- e. Quarterly reports shall be due on the last day of the month, that is, 30 days prior to the end of the quarter following the execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

### **B. Requests for Additional Information/Project Inspection**

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

- i. request such additional information regarding the Project as it deems necessary; and
- ii. conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

**B. Requests for Additional Information/Project Inspection**

- a. During the term of this Agreement and the Record Retention Period, the Department may:
  - i. Request additional information regarding the Project as it deems necessary and
  - ii. Conduct on-site inspections of the Project at reasonable times and upon reasonable notice.
- b. Grantee shall respond to such requests for additional information within the time established by the Department.

**IX. REQUEST FOR PAYMENT PROCEDURES**

A. Grantee shall request payment by submitting the form attached hereto as **Exhibit A**. Payment requests are subject to the following procedures:

- a. Each Request for Payment must be in accordance with the Project Budget and contain proof of payment by the Grantee or liabilities incurred by the Grantee.
  - i. Proof of payment must demonstrate the validity of an expenditure or liabilities incurred by Grantee.
  - ii. However, Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  - iii. The Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or in a shorter period than the Department may prescribe in writing.
  - iv. The Department reserves the right to make such payments directly to the contractors or vendors as a special condition under this Agreement.
  - v. The Grantee is required to certify to the Department proof of payment to the third-party contractor or vendor within five (5) business days from the date the Department reimburses the Grantee.

B. Until the Project is fully planned, designed, and all necessary procurements identified in the Project Budget are completed, Grantee's reimbursements will be limited to the planning, design, and procurement costs outlined in the Project Budget. Once the planning, designing, and procuring stages are complete, the Grantee must obligate at least ten percent (10%) of the Adjusted Appropriation Amount within one (1) year and must have utilized at least eighty-five percent (85%) of the Adjusted Appropriation Amount six (6) months before the reversion date.

C. Deadlines. Grantee shall submit requests for Payments to the Department on the earlier of:

- a. Immediately as Grantee receives them, but at a maximum of thirty (30) days from when Grantee incurred the expenditure or liability; or
- b. Twenty (20) days from the date of Early Termination or Reversion Date for expenditures or liabilities incurred before the Early Termination date or Reversion Date.

D. Grantee's failure to abide by the requirements set forth in Article II and Article IX herein may result in the denial of its Request for Payment. Department reserves the right to reject a payment request for the Project unless and until it is satisfied that the expenditures or liabilities are for permissible purposes within the meaning of the Project Description, identified within the Project Budget, and that the Grantee is otherwise in compliance with this Agreement.

- a. Department's authority to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department under this Agreement, at law, or in equity.

## **X. PROJECT CONDITIONS AND RESTRICTIONS**

A. The following general conditions and restrictions shall apply to the Project:

- a. The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code.
- b. The Project's expenditures and liabilities must be accounted for in accordance with the State's Model Accounting Practices, as amended from time to time.
- c. The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable.
- d. The Project must provide a public benefit above and beyond any incidental benefit to private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico.
- e. Without prior written approval from the Department and State Board of Finance, for the useful life of any asset purchased under this Agreement, Grantee shall not convert any property acquired, built, renovated, repaired, designed, or developed with Project funds to uses other than those specified in the Project Description.
  - i. In addition to other remedies available at law or in equity, any disposal or conversion of property acquired, built, renovated, repaired, designed, or developed with Project funds without the Department's and the Board of Finance's express written approval will trigger the Department's right to reimbursement from Grantee of the Appropriated Amount, transfer proceeds from any disposition of property to the State, or otherwise provide consideration to the State for the Appropriated Amounts.
- f. Grantee shall comply with all applicable federal and state laws, rules, and regulations pertaining to civil rights and equal employment opportunity.
  - i. In accordance with all such laws, rules, and regulations, the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age, or handicap, be excluded from participation in the Project, use of the Project, employment with Grantee, or otherwise be denied benefits/subject to discrimination for any activity performed under this Agreement.
- g. Where the Department, in its sole and absolute discretion, determines Grantee has failed to comply with the above conditions and restriction, Grantee agrees to take appropriate steps to correct any deficiencies immediately. The Grantee's failure to implement such appropriate steps within a reasonable time, but no longer than thirty (30) days after

notice from the Department, constitutes a breach of this Agreement and grounds for Early Termination.

## **XI. REPRESENTATIONS AND WARRANTIES**

### **A. Reliance by Department.**

- a. Grantee expressly acknowledges that the Department relies on the representations and warranties made by Grantee in this Agreement. Grantee acknowledges that such representations and warranties are a material inducement for the Department to enter into this Agreement and provide the Appropriated Amount.
- b. Grantee shall ensure all representations and warranties provided herein are true, accurate, and complete as of the date of the Effective Date and shall remain so throughout the Term of this Agreement. Grantee is responsible for promptly notifying the Department in writing of any changes or inaccuracies in the representations and warranties contained herein.

### **B. Grantee hereby represents and warrants the following:**

- a. Grantee has taken all necessary steps to attain the legal authority to receive and expend the Project's funds.
- b. Grantee has duly authorized this Agreement, and the person executing it has authority to do so. Once executed by Grantee, this Agreement shall constitute a binding obligation of Grantee, enforceable according to its terms.
- c. Grantee's obligations hereunder do not conflict with any law, ordinance, or resolution applicable to Grantee, Grantee's charter (if applicable), or any judgment or decree to which Grantee is subject.
- d. Grantee has independently confirmed that the Project Description, including, but not limited to, the Appropriated Amount and Reversion Date, is consistent with the underlying appropriation in law.
- e. Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign and submit Requests for Payment on behalf of Grantee.
- f. Grantee will abide by New Mexico laws regarding conflicts of interest, governmental conduct, and whistleblower protection.
  - i. Grantee agrees explicitly none of its officers or employees or its designees or agents, no member of the governing body, and no other public official of Grantee who exercises any function or responsibility with respect to this Agreement, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for the Project.
  - ii. Further, Grantee will require all of its contractors to incorporate the language set forth in this paragraph prohibiting conflicts of interest in all subcontracts.
- g. No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of the State, any agency, or body in connection with the awarding of any Third Party Obligation.
  - i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.

- C. Consequences of False or Misleading Representations. If any representation or warranty made by Grantee is found to be false or misleading, the Department shall have the right to exercise any or all of the following remedies:
- a. **Termination of Agreement:** Department may terminate this Agreement immediately upon written notice to the Grantee.
  - b. **Repayment of Grant Funds:** Grantee shall repay all Appropriated Amounts disbursed under this Agreement, upon demand by the Department.
  - c. **Other Remedies:** Department may pursue any other remedies available at law or in equity.
- D. Survival of Representations and Warranties. The representations and warranties made by the Grantee shall survive the Early Termination or expiration of this Agreement.

## **XII. PROJECT RECORDS**

- A. Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles and the State's Model Accounting Practices and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. For six (6) years following the Project's completion ("**Record Retention Period**"), Grantee shall maintain all Project-related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the Appropriated Amount from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department may prescribe.
- C. Grantee shall make all Project records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended.

## **XIII. IMPROPERLY REIMBURSED FUNDS**

If the Department determines part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the Appropriation Amount is fully repaid.

## **XIV. LIABILITY**

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to

immunities and limitations of the New Mexico Tort Claims Act.

#### **XV. SCOPE OF AGREEMENT**

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

#### **XVI. REQUIRED NON-APPROPRIATIONS CLAUSE**

- A. Grantee acknowledges and agrees to include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:
  - a. "The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of the State of New Mexico ("**Legislature**") for the performance of this Agreement.
  - b. If the Legislature does not make sufficient appropriations and authorization, City of Rio Communities may immediately terminate this Agreement by giving Contractor written notice of such termination.
  - c. The City of Rio Communities's decision as to whether sufficient appropriations are available shall be final and accepted by the Contractor. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Rio Communities or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Rio Communities or the State Department of Finance and Administration."

#### **XVII. REQUIRED TERMINATION CLAUSE**

- A. Grantee acknowledges and agrees to include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:
  - a. "This contract is funded in whole or in part by funds made available by the State of New Mexico ("**State**"). Should the State terminate its Agreement with the City of Rio Communities, the City of Rio Communities may terminate this contract immediately by providing Contractor written notice of such termination.
  - b. In the event of termination pursuant to this paragraph, the City of Rio Communities's only liability to Contractor shall be for goods and services delivered and accepted prior to the termination date."

#### **XVIII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

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

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

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

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

#### **XIX. SEVERANCE TAX AND GENERAL OBLIGATION BONDS**

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

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

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



proceed sufficiently.

- a. Grantee must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by Grantee in the Bond Questionnaire and Certification documents submitted to the SBOF.
  - b. Failure to comply may result in the reassignment of the bond proceeds. Upon reassignment of bond proceeds, this Agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.
- C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, § 2.61.6, NMAC, as may be amended from time to time or re-codified.

## **XX. GENERAL PROVISIONS**

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
- B. Subcontractors: Grantee shall not enter any subgrant or subcontract in connection with its obligations under this Agreement without the prior written approval of the State. Upon request, Grantee shall submit to the Department a copy of each such subgrant or subcontract.
- C. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- D. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- E. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- F. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- G. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.
- H. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed and approved in accordance with applicable New Mexico law and State fiscal policies and rules.

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

- I. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- J. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- K. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- L. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- M. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- N. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- O. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- P. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- Q. Publicity: Any Publicity regarding the subject matter of this Agreement may not be released without prior written approval from the Department. For purposes of this agreement, "**Publicity**"

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

- a. Grantee shall obtain written approval prior to issuing any press release or making any public announcement regarding this agreement. Grantee agrees to obtain approval of the Department in advance with respect to all Public Relations, all communications with media, or all communications with any other member of the public with respect to this agreement, except to acknowledge that an agreement does exist.
  - b. For purposes of this agreement, "Public Relations" includes community relations and means those activities dedicated to maintaining the Department's image or maintaining or promoting understanding and favorable relations with the community or public at large or any segment of the public.
  - c. Violations of either Article XX (Q)(a) or (b) shall constitute a material Breach of Agreement.
- R. Data Sharing: The State intends to secure and collate specific data generated by Grantee under this Agreement to use in support of the State's organizational, policy-making, and management of public resource functions. State, in accordance with **Exhibit E**, attached hereto and incorporated herein by reference, reserves the right to require Grantee and/or its subcontractors to provide specific data relevant to the above-listed functions. Data provided by Grantee may be incorporated into existing or future developed State integrated analysis tools or databases, including but not limited to geographic information system (GIS) networks and databases accessible by the public. Dissemination of data collected may include historical data and projections based on such historical data.
- a. To the extent any data transferred as part of this Agreement is legally determined to be the property of Subrecipient or its subcontractors, Subrecipient and/or its subcontractors grants State a nonexclusive, fully paid-up right and license to reproduce, use, distribute, do derivative works based on, and archive data transferred as part of this Agreement.
- S. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

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

**APPROVED BY DEPARTMENT:**

**Cabinet Secretary, Wayne Propst:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Chief Financial Officer, Mackie Romero:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Local Government Division Director, Cecilia Mavrommatis:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
**AS TO LEGAL FORM AND SUFFICIENCY**

General Counsel's Office:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

**APPROVED BY GRANTEE:**

\_\_\_\_\_  
Entity Name

**Official with Authority to Bind Grantee:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**Fiscal Officer or Chief Financial Officer:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
**As To Legal Form And Sufficiency**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

**EXHIBIT A**  
**Request for Payment Form and Certification**

<b>STATE OF NEW MEXICO</b> <b>GRANT APPROPRIATION</b> <b>Request for Payment Form</b> <b>Exhibit A</b>
---

**I. Grantee Information** (Must match your DFA Subpart IV-9 Form)

A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
(Complete using mailing address, if applicable)  
\_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
C. Contact Name/Phone #: \_\_\_\_\_  
D. Grant No.: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

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

III. Fiscal Year: 2020 (July 1, 2019-June 30, 2020)  
(The State of NM Fiscal Year is July 1, 200X through June 30, 200X of the following year)

**IV. Certifications**

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
- a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
  - b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
  - c. Submission of supporting documentation as required by the Agreement.
  - d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

\_\_\_\_\_  
Grantee Fiscal Officer or Fiscal Agent (if applicable)

\_\_\_\_\_  
Grantee Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ PO # \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
ASD Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Grant Manager

\_\_\_\_\_  
Date

Revised 7/2025

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**EXHIBIT B**  
Notice of Department's Obligation Form

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT B**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, Grant Manager

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

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

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

Department Rep. Approver: \_\_\_\_\_

Title: Grant Manager

Signature: \_\_\_\_\_

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

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

Revised 7/2025

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## EXHIBIT C

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

#### OPTIONAL EXHIBIT C SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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**EXHIBIT D**

Project Budget Worksheet \*

\*(Provided separately when grant agreement issued to Grantee)

[This area is intentionally left blank for the Project Budget Worksheet.]

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**EXHIBIT E**  
Data Sharing Provisions

**Exhibit E**  
Data Sharing Provisions for New Mexico Capital Outlay Agreements

**I. Introduction:**

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

**II. Definitions:**

- a. **Authorized User:** An employee, agent, assign, representative, independent contractor, or other person or entity authorized by Partner or State to access, use, or disclose information through this exhibit.
- b. **Confidential Information:** All data or information shared in confidence, with the expectation that it will not be disclosed in an identifiable form. This includes data that is exempt from public disclosure under the New Mexico Inspection of Public Records Act (§ 14-2-1 et seq. NMSA 1978) or other relevant laws.
- c. **Data Storage:** Electronic media that hold recorded information.
- d. **Data Transmission:** The process of moving information over a network from its source to one or more destinations.
- e. **Direct Identifier:** Records or data containing personal identifiers such as names, addresses, and social security numbers.
- f. **Disclosure:** Permission to access, release, transfer, or otherwise communicate confidential information by any means to any third party, except as authorized by the Party that controls the record.
- g. **Encryption** involves using algorithms to encode data, rendering it unreadable without a specific key. It may be necessary during data transmission and/or storage.
- h. **Information:** Any data, figures, statistics, or other facts provided or learned about someone or something, including Confidential Information, that may be legally transmitted under this Exhibit.
- i. **Limited Dataset:** A data file that omits Direct Identifiers.
- j. **Protected Personally Identifiable Information:** Sensitive personal details such as social security numbers and financial account numbers, with specific exclusions as outlined in the Agreements.

**III. Purpose:**

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

data analysis from various sources.

**IV. Use of Information:**

- a. Use of Information obtained or created under this exhibit shall be strictly limited to the purposes stated herein and in the agreements. The parties agree not to sell Information to third parties or use it for commercial, solicitation, or political purposes.
- b. Each Party shall serve as the custodian of the Information and comply with all conditions for its use, including security measures to prevent unauthorized access.
- c. The Parties shall follow all relevant federal and state laws and regulations governing the use of such Information.

**V. Safeguarding Information:**

- a. Confidentiality: Access to Confidential Information shall be limited to the minimum necessary to accomplish the purposes of this Exhibit. Authorized Users must adhere to the confidentiality requirements.
- b. Security: Security practices shall comply with the requirements of the New Mexico Department of Information Technology Act and related regulations. The Parties agree to notify each other within three business days of any suspected or actual security breach.
- c. Information Storage and Transmission: Data Storage and Transmission shall take place on an encrypted server with appropriate security controls.

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

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

**VII. Ownership of Information:**

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

## Exhibit D - Legislative Project Budget

Entity Name:		Appropriation Language:
Project ID:		
Appropriation Amount:	\$ -	

Budget Category	Amount Funded to Date	Funding Source for Amount Funded to Date (drop down)	Year 1	Year 2	Year 3	Year 4	Total Project Cost
Water Rights	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Easement & ROW	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Acquisition	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Archeological Studies	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Environmental Studies	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Planning	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Design (Engineer/Architect)	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Construction	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Furnish/Equip	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Vehicles/Equip	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
Amount Not Yet Funded	\$ -						

Additional Comments (optional):

### Step-by-Step Instructions: Legislative Project Budget Form

Step 1: Enter Project Information - Fill in the top portion of the form:

Entity Name: Enter the name of your organization or agency.  
Project ID: Enter your project's assigned ID number. ♦ You can find this on Page 1 of your Grant Agreement, Section I.A.  
Appropriation Amount: Enter the total amount awarded to your entity for this project. This should match the amount in your grant agreement.  
Appropriation Language: This is the official legislative language that describes what the funding is for. ♦ You can find this on Page 1 of your Grant Agreement, Section I.A.

## **NON-FRANCHISE ACCESS AGREEMENT**

THIS Non-Franchise Access Agreement ("Agreement") is made, granted and conveyed between the CITY OF RIO COMMUNITIES (City) and VERO FIBER NETWORKS (Company). This 12th day of January, 2026, (effective date). Company and City are sometimes each referred to in this Agreement as a "Party" and collectively as the "Parties."

### **RECITALS**

A. City owns a right of way interest in the real property located in Valencia County, New Mexico, which is commonly referred to as the Manzano Expressway, and which is depicted on Exhibit "A" attached to this Agreement (the "Property");

B. Company desires to acquire an access interest along a route, the location of which has been agreed to by the parties herein (the location of the fiber optic line as constructed to evidence such agreed route,) to construct, maintain, operate, repair, replace, and remove a fiber optic line and related facilities and markers;

### **AGREEMENT**

NOW, THEREFORE, in consideration of the agreements and promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals: The recitals set forth above, and all referenced exhibits, are expressly incorporated into this Agreement by reference.
2. Payment: In consideration of City's consent to permit Company to (i) construct, maintain, operate, repair, replace, and remove a fiber optic line and related facilities and markers; and (ii) convey, transfer, and assign to the Company all easements, rights-of-way, and licenses ("Appurtenances") necessary for the Company's entry onto the Property to construct, maintain, operate, repair, replace, and remove a fiber optic line and related facilities and markers, Company shall pay to City a \$400.00 permit fee. Company will further pay to the City an annual access fee of \$0.15 per linear foot of access.
3. Rights-of-Way and Licenses: In further consideration of the payment of the consideration set forth above, City shall, in accordance with the terms and conditions of this Agreement, grant to Company access in over, across, under, and through the Property to construct, install, maintain, replace, and operate the fiber optic line and related facilities and markers. Company shall have reasonable access to the described property, including all necessary rights-of-way and licenses to enter upon the Property in accordance with the terms and conditions of this Agreement.
4. Term: The term of this Agreement shall commence on the Effective Date and will continue until the fiber optic line and related facilities and markers are removed from the Property or until the expiration of ten (10) years from the date of this Agreement. The rights to the Property granted herein shall terminate on August 15, 2035.
5. Construction, Operation, and Maintenance: Audit: Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove of the fiber optic line and related facilities and

markers from the Property. Proper drainage in the highway ditch shall be maintained throughout the installation of this line. Company shall assume all responsibility for any damage to the public or adjoining property owners in the installation and maintenance of this line. It is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation and maintenance of these lines. A representative of Company will be on the job site whenever work is in progress and a copy of this permit must be on the job site.

6. Representations and Warranties: As an inducement to the Company to enter into this Agreement, City represents and warrants the following concerning the Property:

6.1 City holds a right of way interest to the Property.

6.2 To the best of City's knowledge, there are no environmental or archeological restrictions which would interfere with the Company's rights pursuant to this Agreement; and

7. No Further Rights: Except for those rights expressly provided elsewhere herein, no other rights to the Property are conveyed, transferred, or assigned to Company by this Agreement.

8. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to require that Company construct, maintain, operate, repair, replace, and remove the fiber optic line and related facilities from the Property.

9. Further Documents and Cooperation: Company and City shall execute such other and further documents as are reasonable and necessary to fulfill and carry out the terms and conditions intended by this Agreement. City agrees to cooperate with Company and to take all actions required and necessary for the proper permitting and utilization of the Property obtained by Company pursuant to this Agreement.

10. All other parties holding any interests in the right to use the Property, including, but not limited to, mortgages, deeds of trust, leases, easements, rights-of-way, and licenses, have or will agree to subordinate such rights to use of the Property in favor of Company's right to use the Property pursuant to the terms of this Agreement.

11. Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

11.1 Company shall keep in effect, at its sole cost and expenses, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than \$1,000,000 for bodily injury of death to one person, or to any group of persons as a result of one accident, and \$1,000,000 for property damage. Company shall name the City as an additional insured and furnish such other party with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies.

12. Company shall pay all real estate taxes and assessments that shall be due and payable on the improvements to the extent related to Company's improvements (for the limited period of this Agreement), if any prior to delinquency.

13. Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

14. No Representation. THE RIGHTS GRANTED HEREIN ARE BEING GRANTED IN THEIR CURRENT CONDITION, "AS-IS, WHERE-IS AND WITH ALL FAULTS" WITHOUT REPRESENTATION OR WARRANTY OR INDEMNIFICATION OF ANY KIND, EXPRESS OR IMPLIED, EACH AND ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY THE CITY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE.

15. INDEMNIFICATION. COMPANY AGREES TO INDEMNIFY, DEFEND, AND HOLD CITY HARMLESS FROM AND AGAINST ANY CLAIM MADE AGAINST CITY AND/OR CITY'S REPRESENTATIVES FOR ANY LOSS OR DAMAGE INCLUDING PROPERTY DAMAGE AND DEATH OR BODILY INJURY, SUFFERED BY CITY OR ANY OF ITS REPRESENTATIVES AS A RESULT OF COMPANY'S INSPECTIONS, SAMPLING OR TESTING AND COMPANY'S USE OF THE EASEMENTS GRANTED TO IT HEREIN. THE FOREGOING INDEMNIFICATION OBLIGATIONS SHALL SURVIVE ANY SALE OF PROPERTY BY EITHER PARTY AND SHALL SURVIVE ANY EXPIRATION OR TERMINATION OF ANY OF THE EASEMENT RIGHTS GRANTED HEREUNDER FOR ACTIONS ACCRUING DURING THE TERM HEREOF.

16. WAIVER OF LIABILITY. EXCEPT FOR THE COMPANY'S INDEMNIFICATION OBLIGATIONS WITH RESPECT TO CLAIMS OF THIRD PARTIES, THE PARTIES' LIABILITY FOR DAMAGES HEREUNDER IS LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, OR SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, IN TORT, CONTRACT OR OTHERWISE, OF ANY KIND, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE, THE SUSPENSION OF PERFORMANCE, THE FAILURE TO PERFORM, OR THE TERMINATION OF THIS AGREEMENT.

17. Covenant Against Liens. Company hereby covenants and agrees that it will not cause or permit any lien (including, without limitation, the filing of any mechanic's lien) to be filed or asserted against the property of the City as a result of any act or omission of Company. In the event any such lien or notice of lien is filed, Company shall, within ten (10) days of receipt of notice from City of the filing of the lien, contest such lien as permitted by law if such contest is sufficient alone to prevent the lien from maturing, or contest said lien as permitted by law and bond or insure over said lien, or fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by applicable law. If Company fails to so contest and/or discharge the lien, then, in addition to any other right or remedy of City, City may bond or insure over the lien or otherwise discharge the lien. Company shall reimburse City any amount paid by City to bond or insure over the lien or discharge the lien, including without limitation reasonable attorneys' fees, within fifteen (15) days of receipt of invoice. Any rights and obligations created under or by this Section shall survive termination or expiration of this Agreement.

18. Required Approvals: The Company will, at the Company's sole expense, obtain any required permits from the appropriate state or local agencies that may be required by law or regulation. City will cooperate in any nonmonetary manner in assisting Company in obtaining and complying with any such requirements.

19. Filings: The Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

20. Successors and Assigns: This Agreement shall be binding on the Parties and their respective

successors and assigns, including, without limitation, any future Landowners of the Property. City agrees to include a description of this Agreement in any contract, deed, or other document affecting any conveyance of any interest in any of the Property.

21. Authorizations: Each Party warrants to the other Party that it is duly authorized and has the power to enter into this Agreement and grant and convey the interests described in this Agreement.

22. Governing Law: This Agreement shall be governed by and construed in accordance with the substantive laws and judicial decisions of the State of New Mexico.

23. This Agreement contains the entire agreement between the Company and the City and no statements, promises, or inducements made by any party or agreement of either party that are not contained in this Agreement shall be valid or binding. This Agreement may be modified only in writing when signed by the parties.

24. Counterparts: This Agreement may be signed in counterparts by the Parties with the same effect as though each Party had executed the same document. Signature and notary pages may be detached from the counterparts and attached to a single copy of this Agreement to form one legally effective document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Authorized Agent  
Print Name: \_\_\_\_\_

City of Rio Communities

BY: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk



EXHIBIT "A"

**PROJECT INFORMATION**

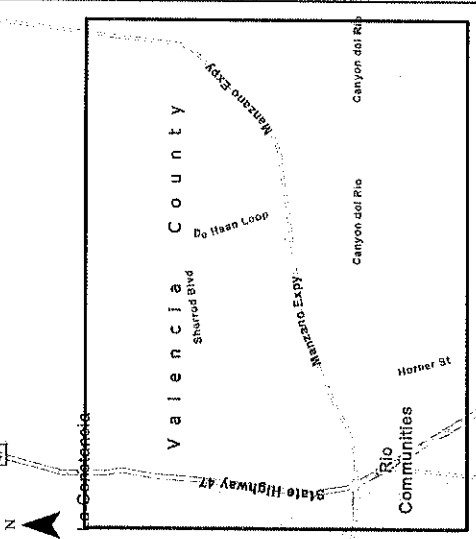
**SENIOR PROJECT MANAGER:**  
 CODY LEO  
 585-402-3185  
 CLEO@VERONETWORKS.COM

**vero**

**CONTRACTOR:**  
 TODD MARRIOTT  
 PROJECT MANAGER  
 801-557-2228  
 TMARRIOTT@GLASSROOTSCONSTRUCTION.COM

**APPLICATION PREPARED BY:**  
 MICHELLE BALLINGER  
 PROJECT MANAGER  
 7101 COLLEGE BLVD. SUITE 400  
 OVERLAND PARK, KS 66210

**BHC**  
 CIVIL ENGINEERING / SURVEYING / PLANNING



**NOTE:**  
 THE PLAT, PARCEL, AND RIGHT OF WAY DIMENSIONAL INFORMATION HAS BEEN ACQUIRED AND PLOTTED ON THESE PLANS USING THE BEST AVAILABLE DATA AND AERIAL IMAGERY. ALL UTILITY INFORMATION SHOWN ON PLANS WAS ACQUIRED FROM THE BEST AVAILABLE DATA AND AS POSSIBLE OBTAINED BY PHYSICAL FIELD SURVEY. IT REMAINS THE RESPONSIBILITY OF OTHERS TO VERIFY THE ACCURACY OF THE INFORMATION SHOWN ON THESE PLANS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

**OUTSIDE PLANT CONSTRUCTION  
 FIBER OPTIC CABLE ROUTE**

**ISSUE FOR PERMIT: 7/9/2025**

**PERMIT NAME:** VERO\_RIOCOM\_10-01

**JURISDICTION:** RIO COMMUNITIES

**COUNTY:** VALENCIA

**LINEAR FOOTAGE:** 16,825'

**DRAWING INDEX**

T01 - TITLE SHEET

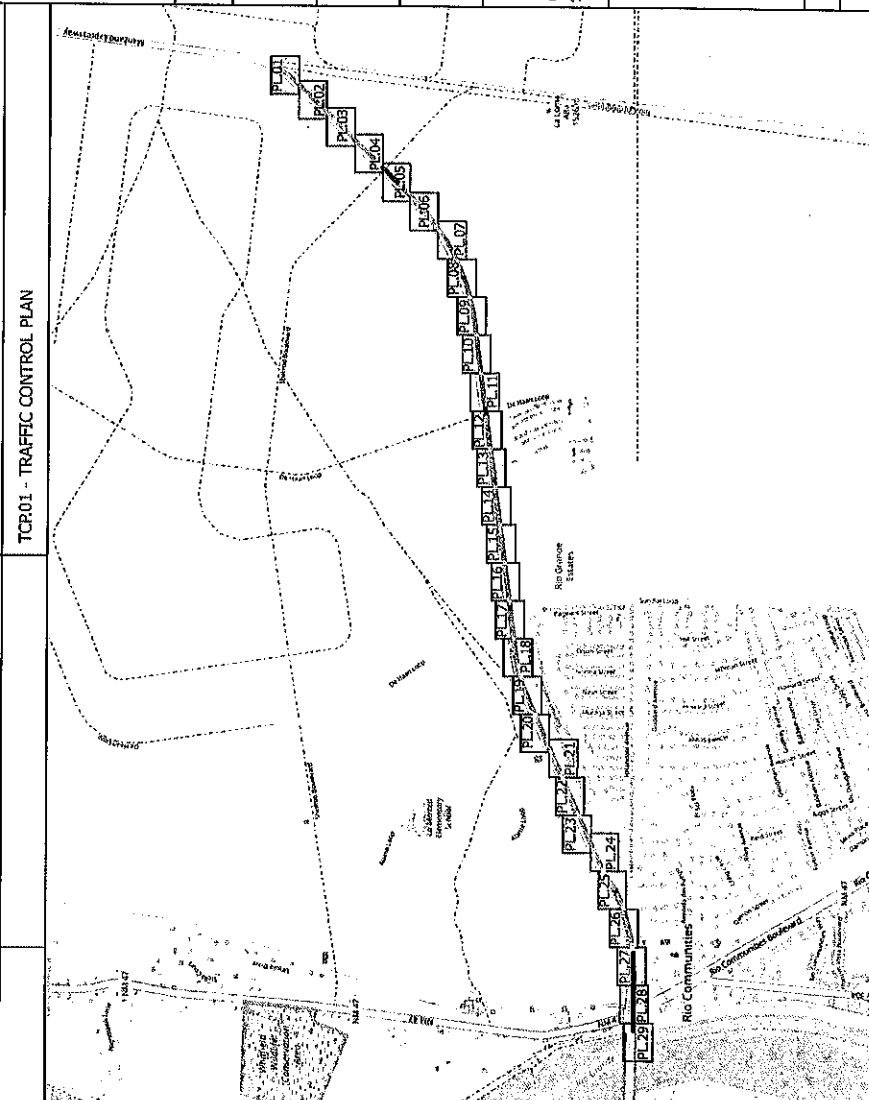
T02 - SYMBOLS AND ABBREVIATIONS

GN.01 - GENERAL NOTES

PL.01-PL.29 - PLAN DRAWINGS

DT001-DT005 - INDEX OF TYPICALS

TCR01 - TRAFFIC CONTROL PLAN



**REVISIONS**

DATE	REV	DESCRIPTION

**VERO**  
 700 COLLEGE BLVD. SUITE 400  
 OVERLAND PARK, KS 66210  
 PHONE: 913.333.5500

**vero**

**EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND BASED ON AVAILABLE RECORDS AND FIELD OBSERVATION. CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.**

**VERO 2000A 1041**

**T01**

**PROFESSIONAL ENGINEER**  
 ROBERT S. VACCARO  
 MEXICO  
 7/9/2025

**VERO**  
 700 COLLEGE BLVD. SUITE 400  
 OVERLAND PARK, KS 66210  
 PHONE: 913.333.5500

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 PHONE: 913.333.5500

SYMBOLOLOGY:		PROPOSED:		ABBREVIATIONS:		MAX		REVISIONS	
EXISTING:		PLOW 2-1.25" SDR11 CONDUIT 1 X 4-WAY MICRODUCT		ABAND	Abandoned	MB	Maximum	DATE	DESCRIPTION
1/4" W	RIGHT OF WAY (VERIFIED R.O.W.)	—	BORE 2-1.25" SDR11 CONDUIT 1 X 4-WAY MICRODUCT	ASPH	Asphalt	MH	Manhole		
1/4" W	RIGHT OF WAY (ASSUMED R.O.W.)	---	BURIED PATH IN OTHER PERMIT	BLDG	Building	MIN	Minimum	REV	
ESMT	EASEMENT	---	INTERMEDIATE SLACK VAULT - 30" X 48" X 36"	CL	Centerline	MKR	Marker		
---	CENTERLINE	---	NETWORK SPICE VAULT - 36" X 60" X 48"	CNP	Corrugated Metal Pipe	MMV	Meet Me Vault		
---	EDGE OF PAVEMENT	---	UTILITY POTHOLE	CO	County	MOT	Maintenance of Traffic		
---	ELECTRIC UNDERGROUND	---	PROPOSED BORE PIT	CONC	Concrete	MV	Medium Vault		
---	ELECTRIC OVERHEAD	---		CSG	Casing	NO	Number		
---	SANITARY SEWER	---		CT	Count	OC	Open Cut		
---	STORM SEWER	---		CLUV	Culvert	PRK MTR	Parking Meter		
---	WATER	---		DB	Directional Bore	P/L	Property Line		
6	GAS SERVICE LINE	---		DBH	Diameter at Breast Height	PED	Pedestal		
---	TELECOM	---		D.D.	Down Drain	PI	Point of Inflection		
TC	TRAFFIC	---		DEPT	Department	PKG	Package		
6	ELECTRIC STRUCTURE	---		DIA	Diameter	PVC	Polyvinyl Chloride		
6	SANITARY STRUCTURE	---		DIST	Directional	RCB	Reinforced Concrete Box		
6	STORM STRUCTURE	---		DOC	District	RCP	Reinforced Concrete Pipe		
6	WATER STRUCTURE	---		DOT	Depth of Cover	RD MEM	Roadside Memorial		
6	GAS STRUCTURE	---		DWG	Department of Transportation	RGS	Rigid Galvanized Steel		
6	TELECOM STRUCTURE	---		DWY	Drawing	ROW	Right of Way		
6	UTILITY POLE	---		EMH	Electric Manhole	RR	Railroad		
6	LIGHT POLE	---		EMKR	Electric Manhole	SCB	Sprinkler Control Box		
6		---		EPED	Electric Pedestal	SD	Storm Drain/Curb Inlet		
6		---		EM	Electric Vault	SDMH	Storm Water Manhole		
6		---		ENC	Encased	SEC	Section		
6		---		ENG	Engineering	SF	Silt Fence		
6		---		EOP	Edge of Pavement	SMH	Sanitary Sewer Manhole		
6		---		EPB	Electric Pull Box	SPL	Splice		
6		---		FDH	Fiber Distribution Hub	SS CO	Sanitary Sewer Clean Out		
6		---		FDT	Fiber Distribution Terminal	SS LIFT	Sanitary Sewer Lift Station		
6		---		FI	Fire Hydrant	STA	Station		
6		---		FO MH	Fiber Optic Manhole	STD	Standard		
6		---		FO MKR	Fiber Optic Line Marker	STR	Section Township Range		
6		---		FO VLT	Fiber Optic Vault	SV	Small Vault		
6		---		FOC	Face of Curb	SWPPP	Storm Water Pollution Prevention Plan		
6		---		FS	Filter Sock	T HH	Telecom Manhole		
6		---		G MH	Gas Manhole	T MKR	Telecom Line Marker		
6		---		G MKR	Gas Line Marker	T PED	Telecom Pedestal		
6		---		G SD	Grated Storm Drain	T VLT	Telecom Access Vault		
6		---		GALV	Galvanized	T.P.	Trench Plug		
6		---		GM	Gas Meter	TCB	Traffic Control Box		
6		---		GV	Gas Valve	TCE	Temporary Construction Easement		
6		---		GWMW	Groundwater Monitoring Well	TCV	Traffic Control Vault		
6		---		HDPE	High Density Polyethylene	TRF MH	Traffic Control Manhole		
6		---		HH	Handhole	TSP	Traffic Signal Light		
6		---		HWY	Highway	TYP	Typical		
6		---		I.P.	Inlet Protection	UG	Underground		
6		---		ILA	In Line Amplifier	UNK MH	Unknown Manhole		
6		---		INC	Incorporated	UNK PED	Unknown Pedestal		
6		---		INT	Intermediate	UNK UTL	Unknown Utility		
6		---		L/A ROW	Limited Access Right of Way	UNK VLT	Unknown Vault		
6		---		LF	Linear Feet	UTL LP	Utility Light Pole		
6		---		LOC MKR	Locating Marker	UTL P	Utility Pole		
6		---		LP	Light Pole	VLT	Vault		
6		---		LV	Large Vault	VP	Gas Vent Pipe		
6		---				W MH	Water Manhole		
6		---				W MKR	Water Line Marker		
6		---				W SPG	Water Spigot		
6		---				W VLT	Water Vault		
6		---				WM	Water Meter		
6		---				WV	Water Valve		

**BH&G**  
7815 COLLEGE PARK, SUITE 200  
OAKLAND PARK, FL 33418  
PH: (407) 885-5800

**vero**

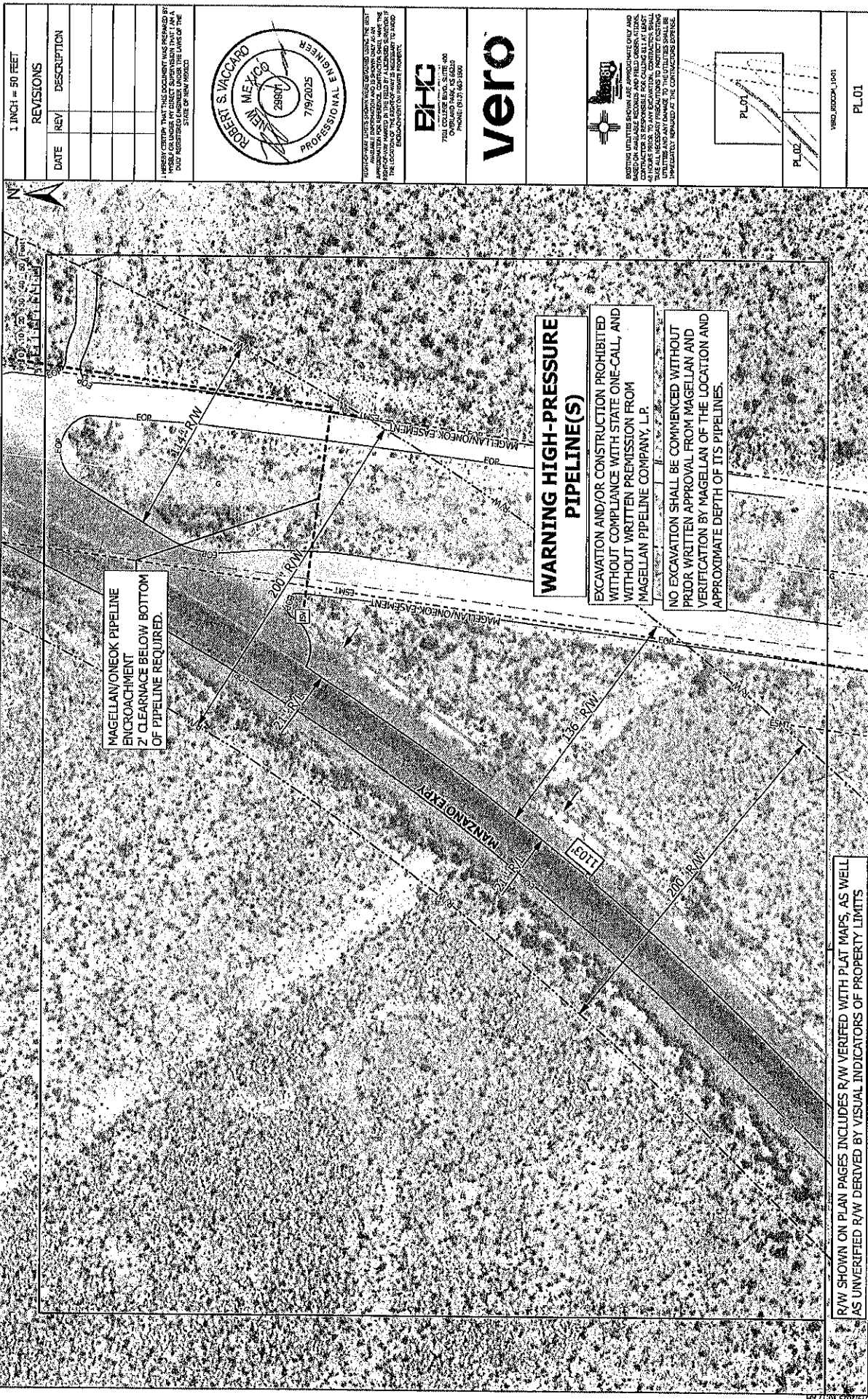


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BASED ON AVAILABLE RECORDS AND FIELD OBSERVATIONS.  
THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH  
OF ALL UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL  
BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND SHALL BE  
IMMEDIATELY REPAIRED AT THE CONTRACTOR'S EXPENSE.

## CONSTRUCTION NOTES

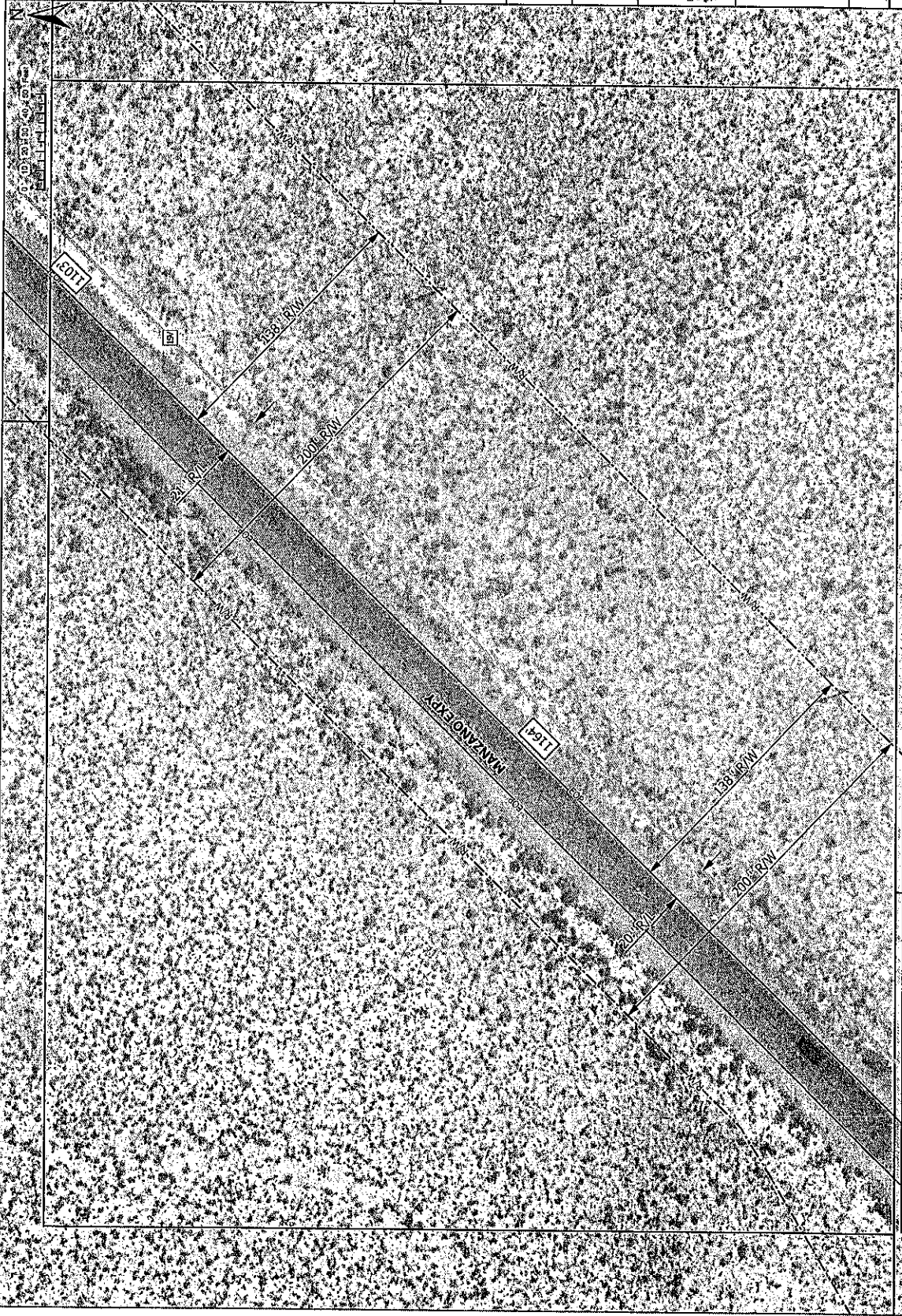
1. ALL DISTURBED PAVEMENT, ASPHALT, CONCRETE, SIDEWALKS, DRAINAGE DITCHES, AND LANDSCAPING SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
2. CONTRACTOR IS RESPONSIBLE FOR FOLLOWING ALL PROPER TRAFFIC CONTROL RULES AND REGULATIONS.
3. ALL PROPOSED CONDUIT WILL BE 2 x 1.25" SDR11 & 1 x 4-WAY MICRODUCT, 18/14MM; UNLESS OTHERWISE SPECIFIED ON PRINTS.
4. UG SLACK LOOPS WILL BE 120' TOTAL OF SLACK (60' FROM EACH DIRECTION) AT INTERMEDIATE SLACK VAULTS (ISV); UNLESS OTHERWISE SPECIFIED.
5. UG SLACK LOOPS WILL BE 240' TOTAL OF SLACK (120' FROM EACH DIRECTION) AT NETWORK SPLICE VAULTS (NSV); UNLESS OTHERWISE SPECIFIED.
6. THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM BHC FIELD OBSERVATION AND EXISTING DRAWINGS PROVIDED. THE FIELDER MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE FIELDER FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT INDICATED POSITION.
7. LOCATION OF VAULTS AND PEDESTALS SHOWN ARE APPROXIMATE AND ARE BASED ON BEST INFORMATION AVAILABLE. ANY DISCREPANCY OR QUESTIONS SHOULD BE BROUGHT TO THE CONSTRUCTION MANAGER AS SOON AS OBSERVED.
8. CONDUIT TO BE INSTALLED UNDER ALL EXISTING STORM SEWERS AND CULVERTS SHALL MAINTAIN A MINIMUM 2' CLEARANCE.
9. THE CONDUIT IS TO BE INSTALLED A MINIMUM OF 42" BELOW EXISTING SURFACE.
10. THE CONTRACTOR SHALL MAINTAIN A COPY OF THE APPROVED CONSTRUCTION PLANS AND APPROVED TRAFFIC CONTROL PLAN AT THE PROJECT SITE AT ALL TIMES.

[illegible]



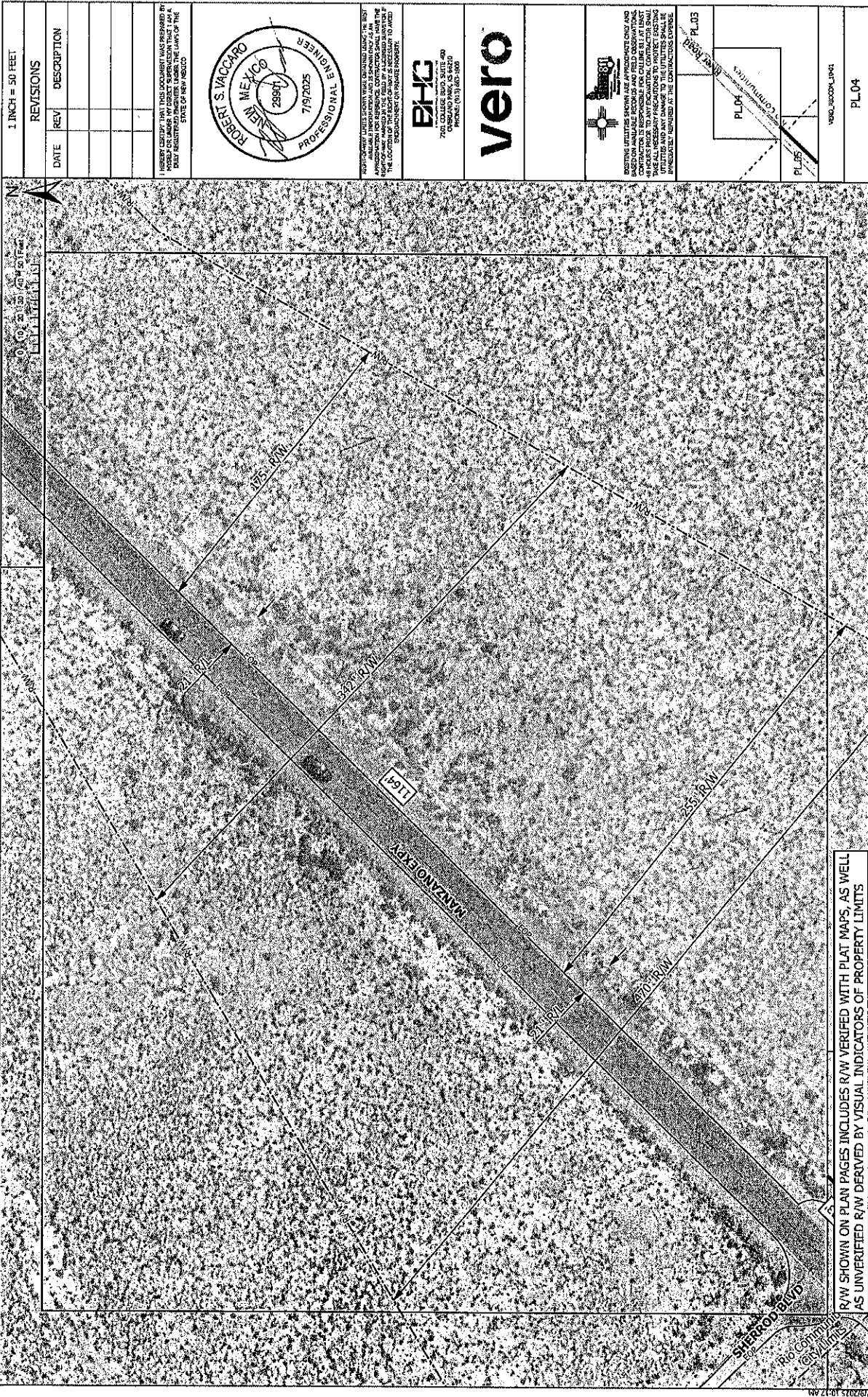




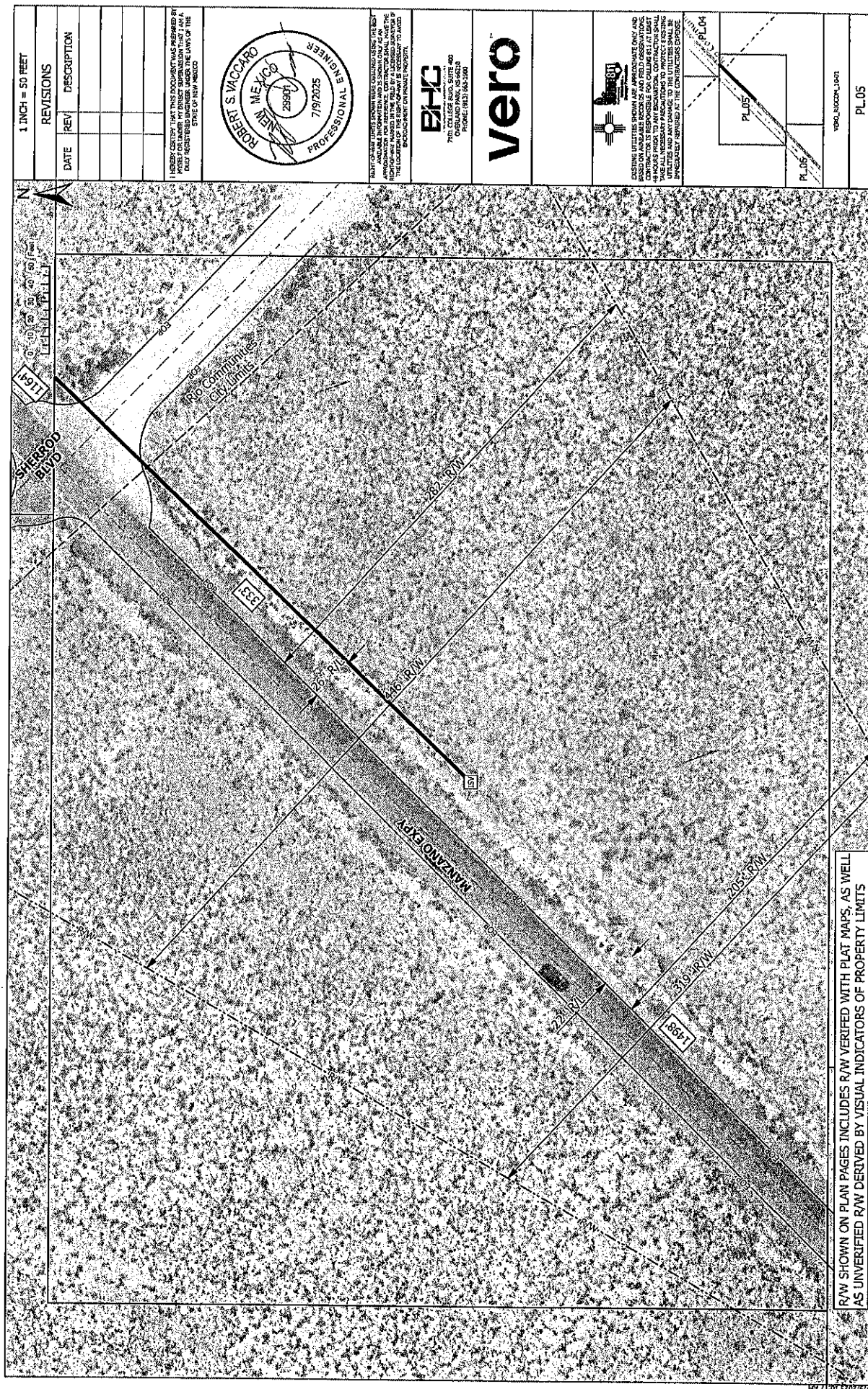


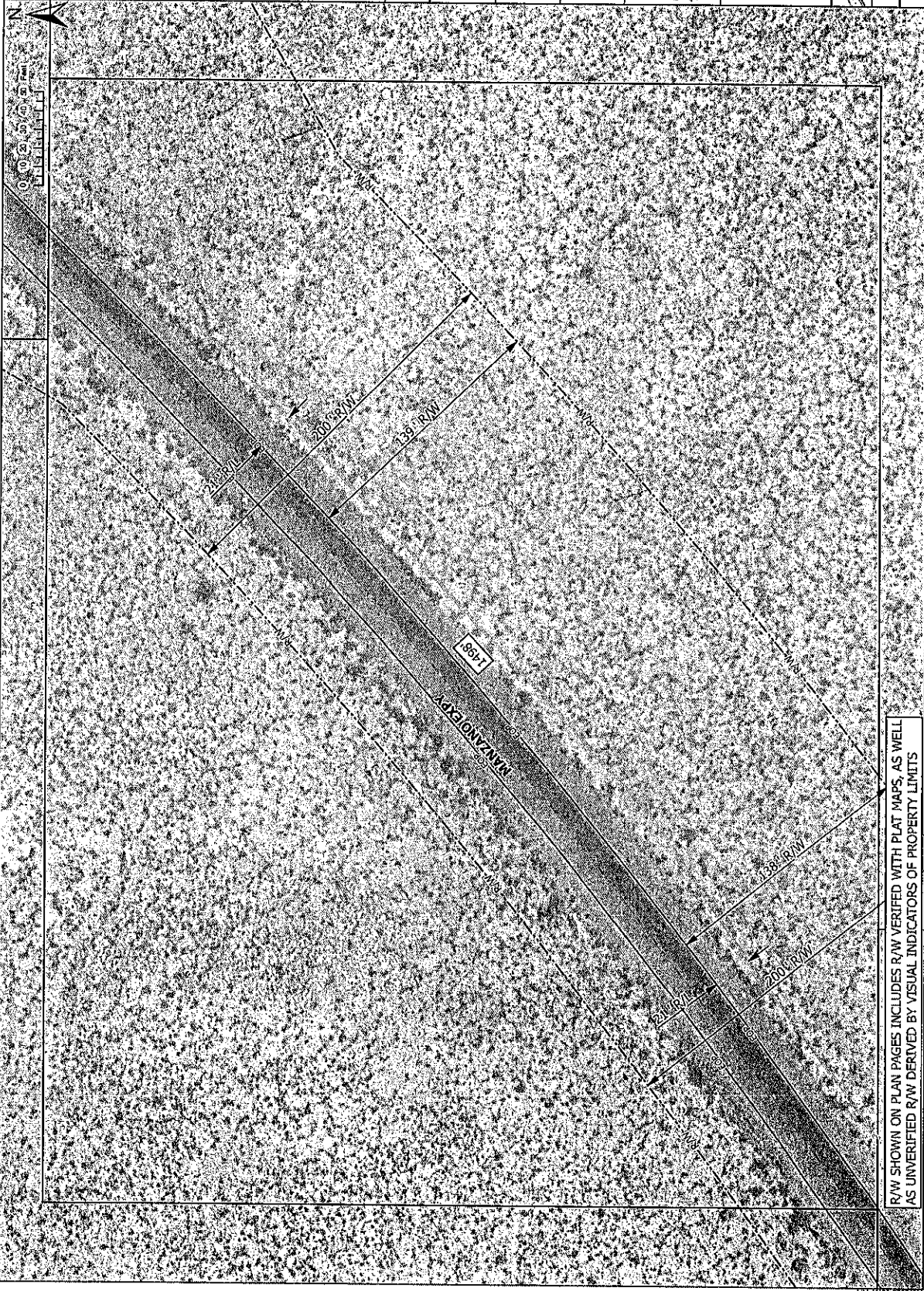
R/W SHOWN ON PLAN PAGES INCLUDES R/W VERIFIED WITH PLAT MAPS, AS WELL AS UNVERIFIED R/W DERIVED BY VISUAL INDICATORS OF PROPERTY LIMITS

1 INCH = 50 FEET	
REVISIONS	
DATE	DESCRIPTION
<p>VERO CERTIFICATE: THIS DOCUMENT HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF TEXAS.</p>	
<p>ROBERT S. VACCARO MECHANICAL 2000 7/19/2015 PROFESSIONAL ENGINEER</p>	
<p>THIS DOCUMENT IS THE PROPERTY OF VERO. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF VERO. THE LOCATION OF THE EASEMENT OR RIGHT-OF-WAY IS SUBJECT TO FIELD VERIFICATION AND TO THE ACCURACY OF THE SURVEY DATA PROVIDED TO VERO.</p>	
<p><b>BHC</b> 700 COLLEGE STREET, SUITE 200 DALLAS, TEXAS 75206 PHONE: (972) 443-1100</p>	
<p><b>vero</b></p>	
<p>EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND BASED ON AVAILABLE RECORDS AND FIELD OBSERVATIONS. CONTRACTORS SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTORS SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. VERO SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. VERO SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. VERO SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES.</p>	
<p>PL.02 PL.03 PL.04</p>	
<p>VERO 2000M_1401</p>	
<p>PL.03</p>	









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1 INCH = 50 FEET

REVISIONS	
DATE	DESCRIPTION

HERBERT C. VACCARO  
NEW MEXICO  
2000  
7/9/2025  
PROFESSIONAL ENGINEER

TOP OF ROAD SURFACE LOCATED BY THE CENTERLINE OF THE ROAD. ADVANCED INFORMATION AND IS SHOWN ONLY AS AN INDICATOR OF THE LOCATION OF THE ROAD. THE LOCATION OF THE ROAD IS NOT TO BE CONSIDERED TO AVOID THE LOCATION OF THE ROAD. THE LOCATION OF THE ROAD IS NOT TO BE CONSIDERED TO AVOID THE LOCATION OF THE ROAD.

**BHC**  
7700 COLLEGE BLVD. SUITE 400  
OVERLAND PARK, KS 66210  
PHONE: (913) 452-1000

**vero**

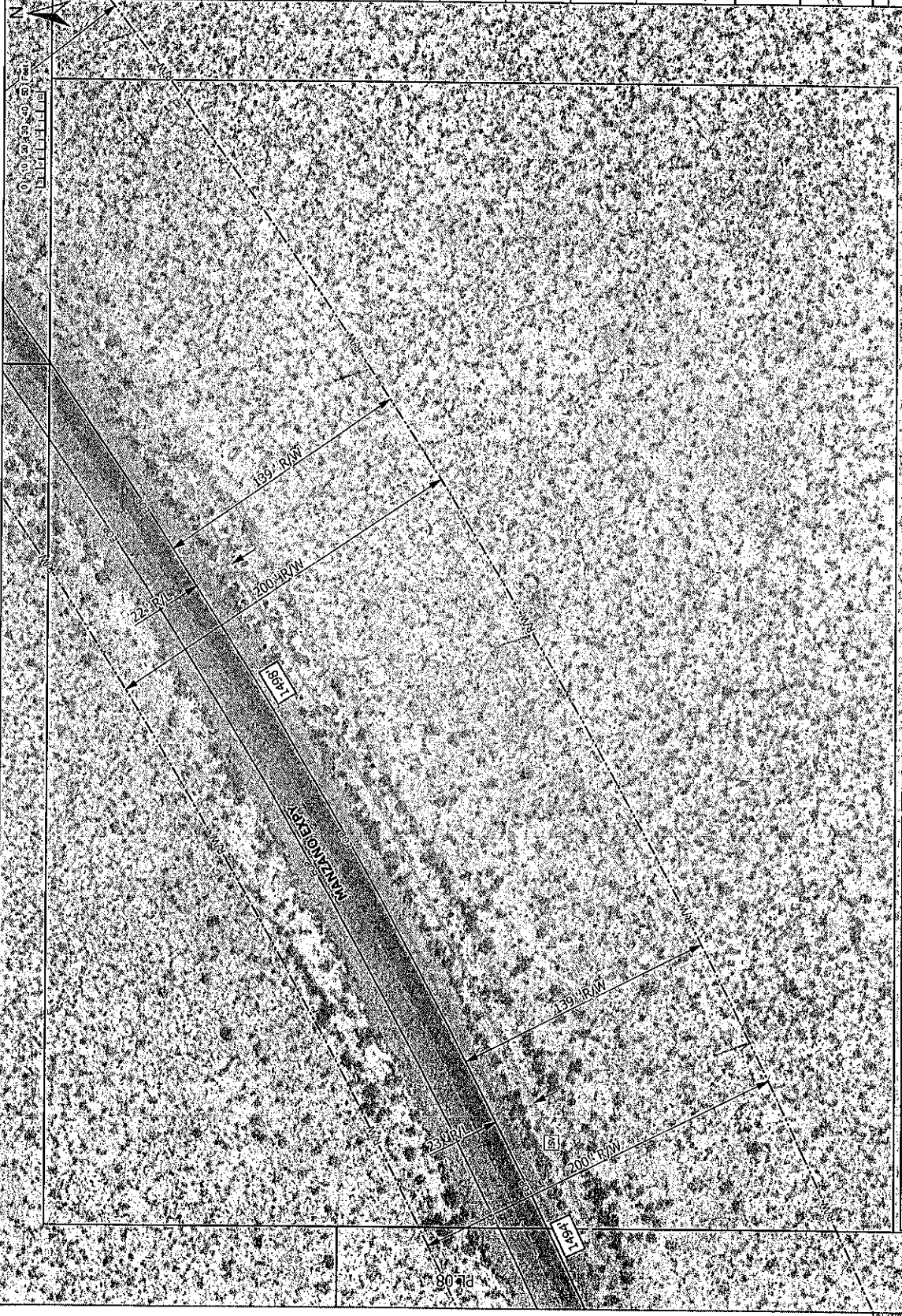
EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND NOT TO BE USED FOR CONSTRUCTION. ANY UTILITIES SHOWN ARE APPROXIMATE ONLY AND NOT TO BE USED FOR CONSTRUCTION. ANY UTILITIES SHOWN ARE APPROXIMATE ONLY AND NOT TO BE USED FOR CONSTRUCTION. ANY UTILITIES SHOWN ARE APPROXIMATE ONLY AND NOT TO BE USED FOR CONSTRUCTION.

PL05  
PL06  
PL07

VERO\_202504\_001

PL06





1 INCH = 50 FEET

REVISIONS	
DATE	DESCRIPTION

1. HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF NEW MEXICO.

**EMC**  
705 COLLEGE ROAD, SUITE 200  
OVERLAND PARK, KS 66210  
PHONE (913) 663-1800

**vero**

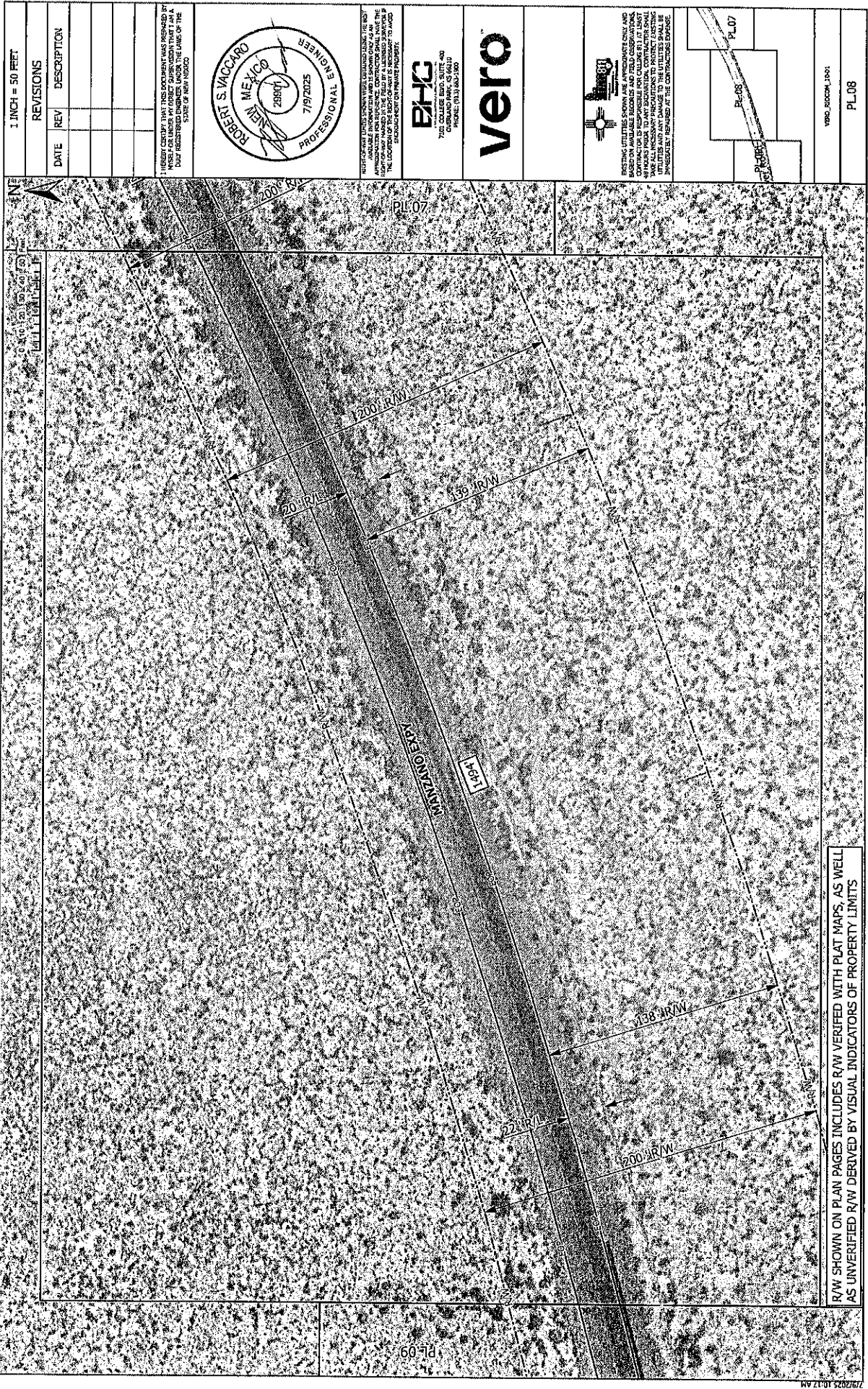
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PL 06  
PL 07  
PL 08

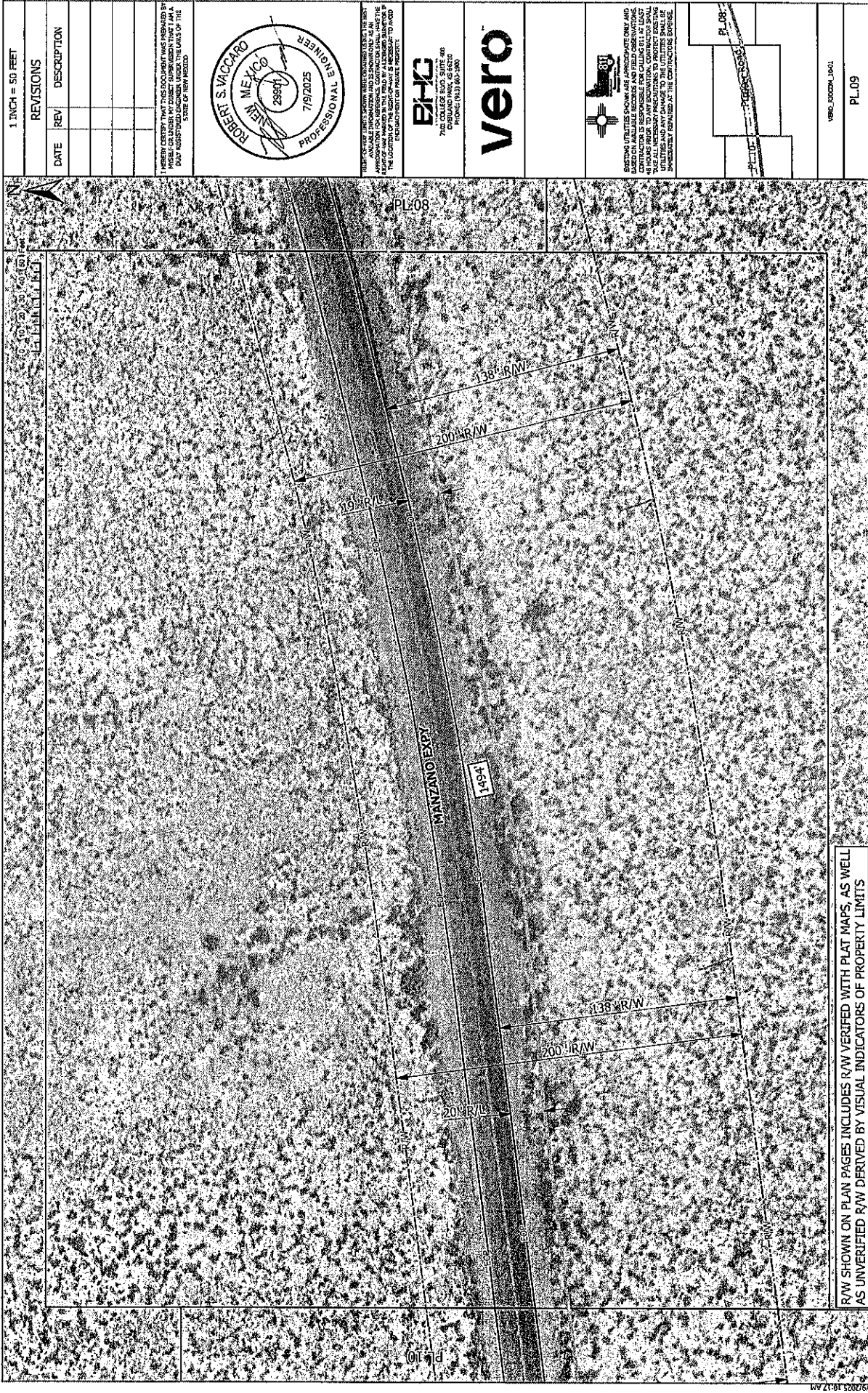
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PL 07

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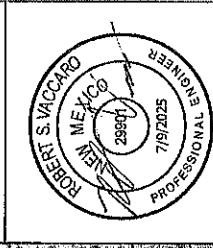


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1 INCH = 50 FEET

REVISIONS	
DATE	DESCRIPTION

I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THAT I AM A duly Licensed Professional Engineer in the State of New Mexico.



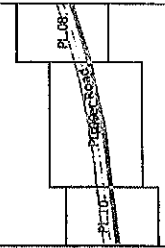
THIS DOCUMENT IS NOT VALID FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE. IT IS THE PROPERTY OF B&G ENGINEERING AND SHALL BE RETURNED TO THE FIRM IF IT IS FOUND IN THE HANDS OF ANY OTHER PERSON. THE LOCATION OF THIS SEAL IS NOT NECESSARY TO VALIDATE THE DOCUMENT FOR ANY OTHER PROJECT.

**B&G**  
745 COLLEGE BLVD. SUITE 200  
DURHAM, NC 27701  
PHONE: (919) 844-3344

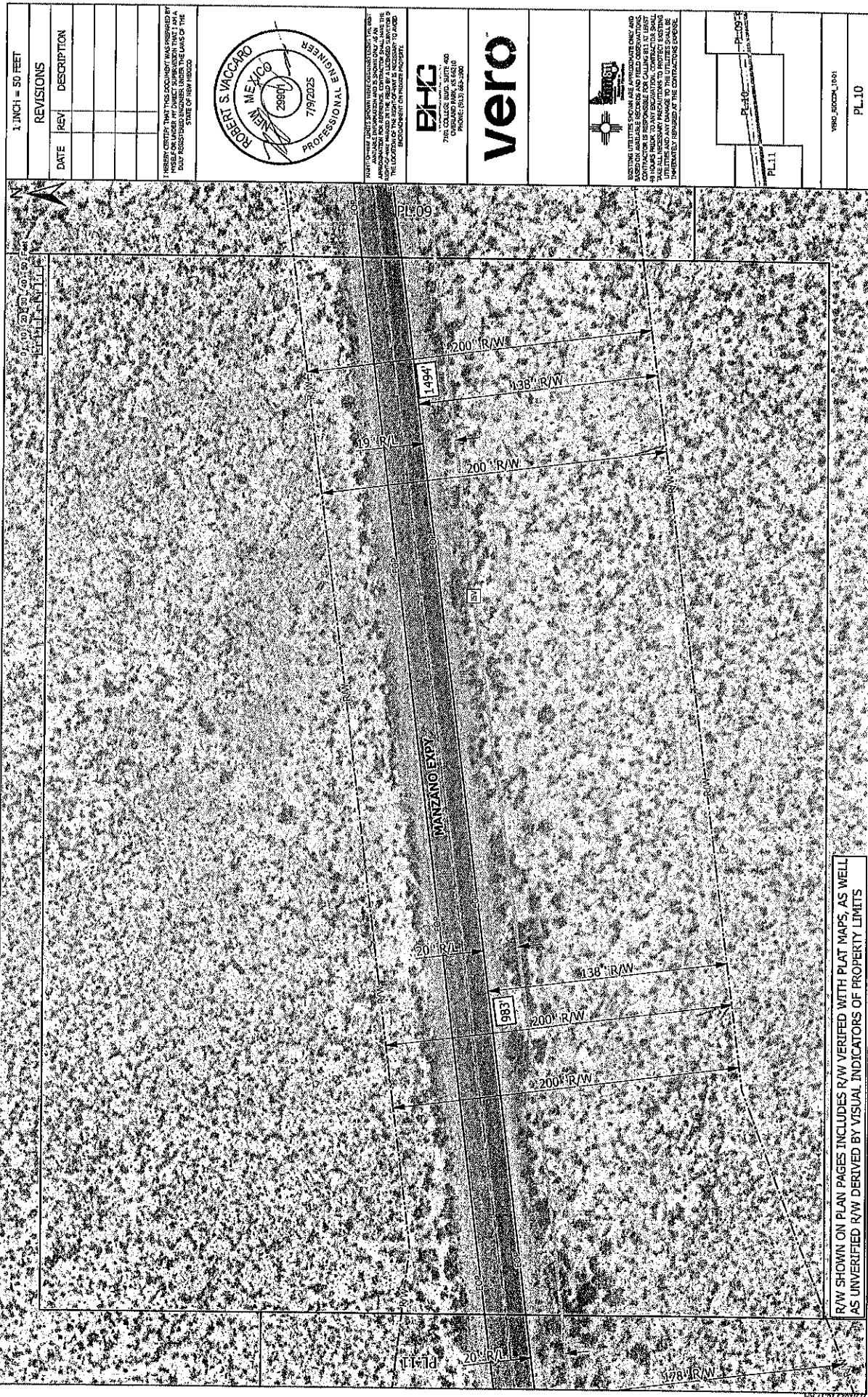
**vero**



EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING 811 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES AND ANY DAMAGE TO THE UTILITIES SHALL BE IMMEDIATELY REPORTED TO THE UTILITIES AGENCY.



VERO\_DOCUMENT\_0041  
PL09

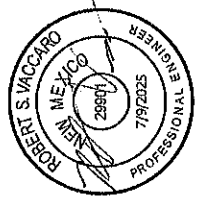


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REVISIONS

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I HEREBY CERTIFY THAT THIS DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION THAT I AM A DULY REGISTERED ENGINEER UNDER THE LAWS OF THE STATE OF NEW MEXICO



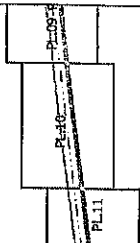
THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF EHC. NO PART OF THESE PLANS OR SPECIFICATIONS SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF EHC.

**EHC**  
 2700 COLLETS ROAD, SUITE 200  
 DENVILLE, TEXAS 75834  
 PHONE (940) 462-1000

**vero**



EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND BASED ON AVAILABLE RECORDS AND FIELD OBSERVATIONS. CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AT ALL TIMES.

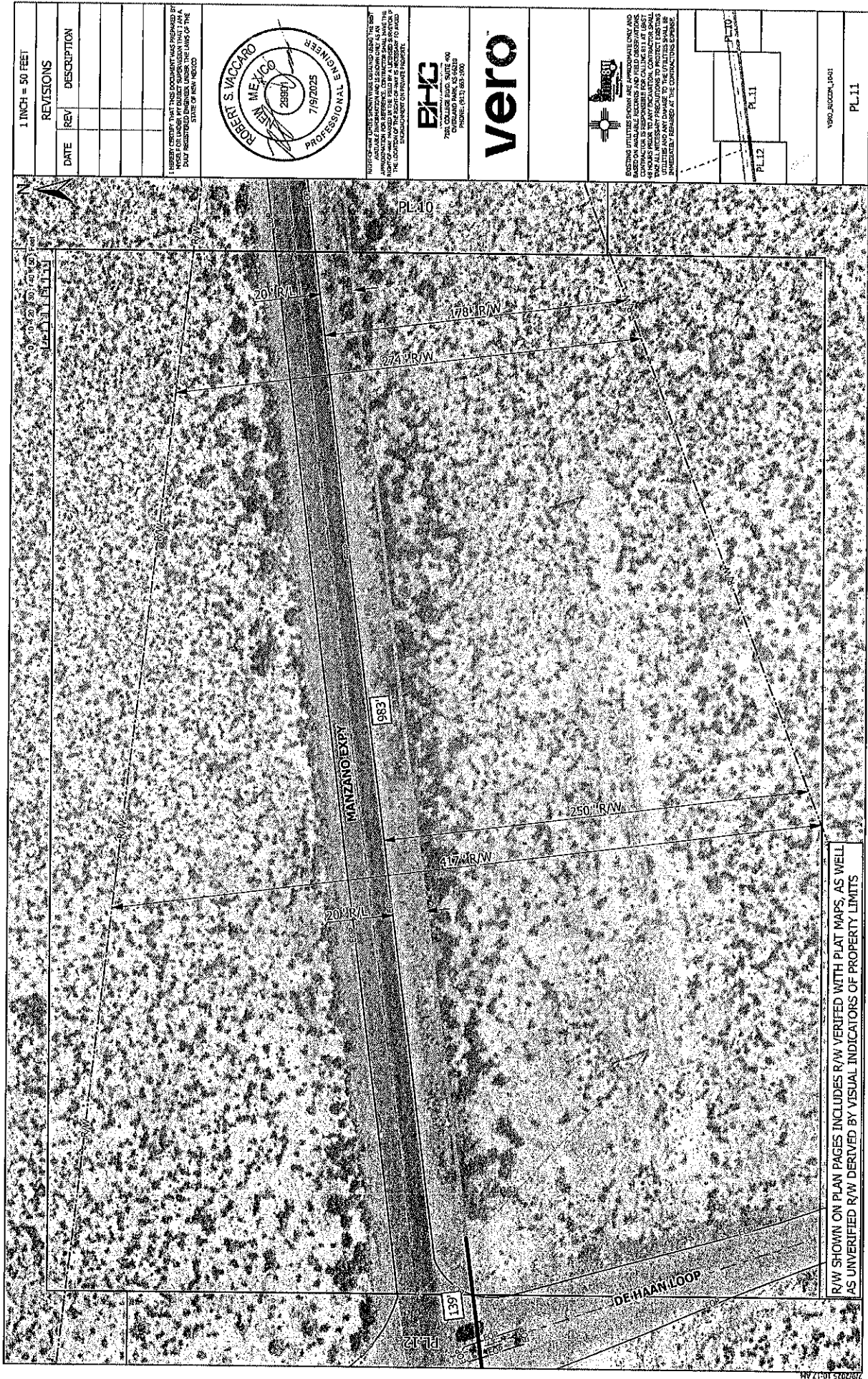


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PL 10

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1 INCH = 50 FEET

REVISIONS

DATE	REV	DESCRIPTION

DESIGNER'S CERTIFICATE OF VERIFICATION  
 I, ROBERT S. VACCARO, a duly licensed Professional Engineer in the State of New Mexico, hereby certify that this document was prepared by me or under my direct supervision and that I am a duly registered Engineer under the laws of the State of New Mexico.



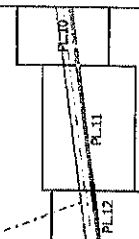
NOTES: 1. ALL UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE RECORDS AND FIELD OBSERVATIONS. 2. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION. 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES REMAINING AT THE CONTRACTING SITE.

**BHC**  
 THE CONSULTING ENGINEERS  
 10000 N. ALBUQUERQUE BLVD.  
 SUITE 100  
 ALBUQUERQUE, NM 87112-1000  
 PHONE: (505) 883-1000

**vero**



EXISTING UTILITIES SHOWN ARE BASED ON THE BEST AVAILABLE RECORDS AND FIELD OBSERVATIONS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR PROTECTING ALL UTILITIES REMAINING AT THE CONTRACTING SITE.



VERO\_A000A\_1041

PL.11

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NOT BE USED FOR ANY OTHER PROJECTS WITHOUT THE WRITTEN CONSENT OF THE ENGINEER. THE ENGINEER SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION AND DATA SHOWN ON THIS PLAN. THE ENGINEER SHALL BE RESPONSIBLE FOR THE LOCATION OF THE RIGHT-OF-WAY OF NECESSITY TO ROAD. NO GUARANTEE OF PERMANENT POSSESSION.

**ELC**  
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OVERLAND PARK, KS 66210  
PHONE (913) 860-8800

**vero**

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PL-11  
PL-12  
PL-13  
PL-14

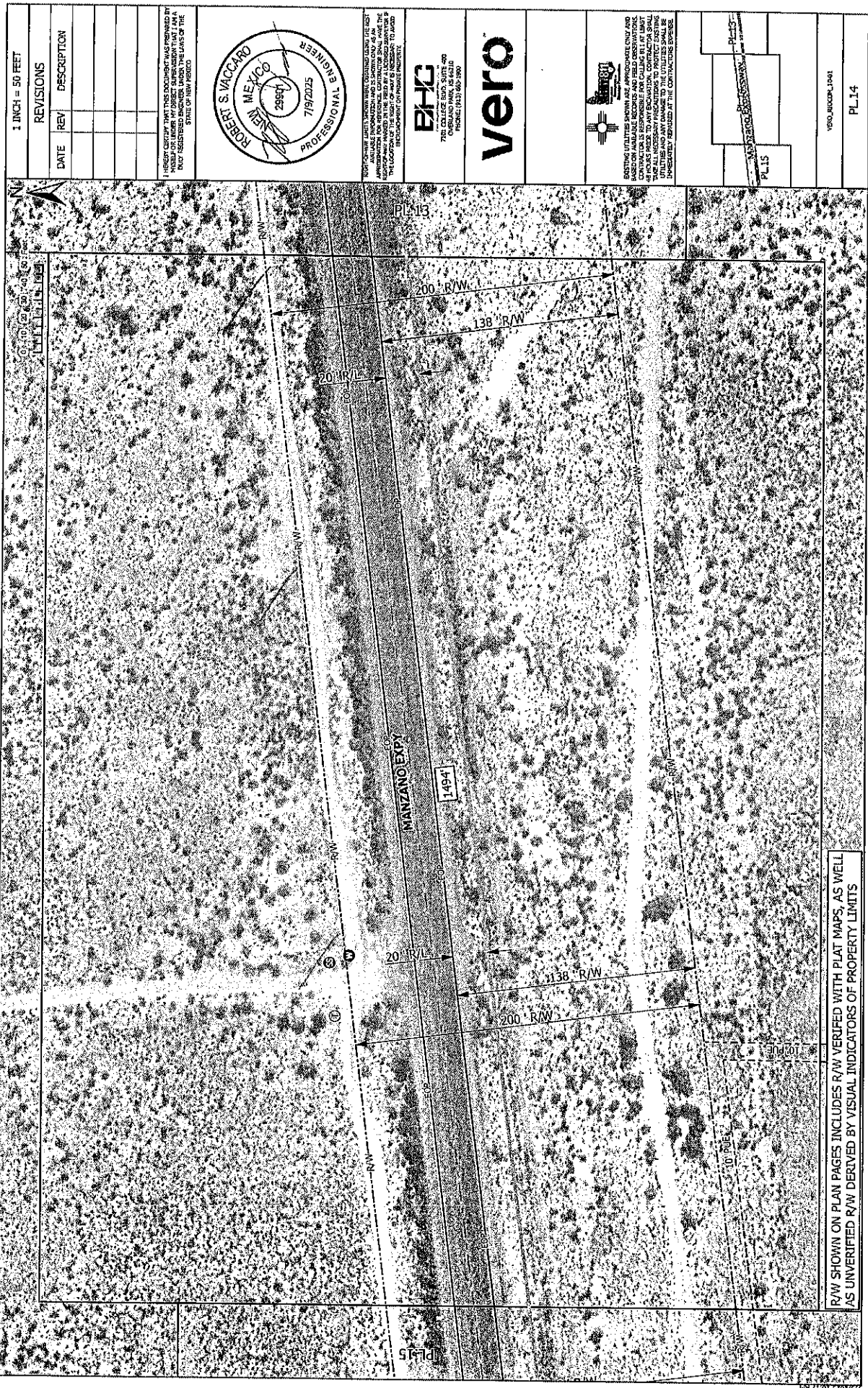
VERO DESIGN, L.P.A.  
PL-12

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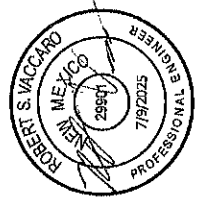




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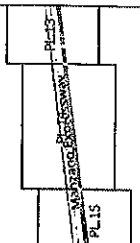
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

**EMC**  
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND AGENCIES.

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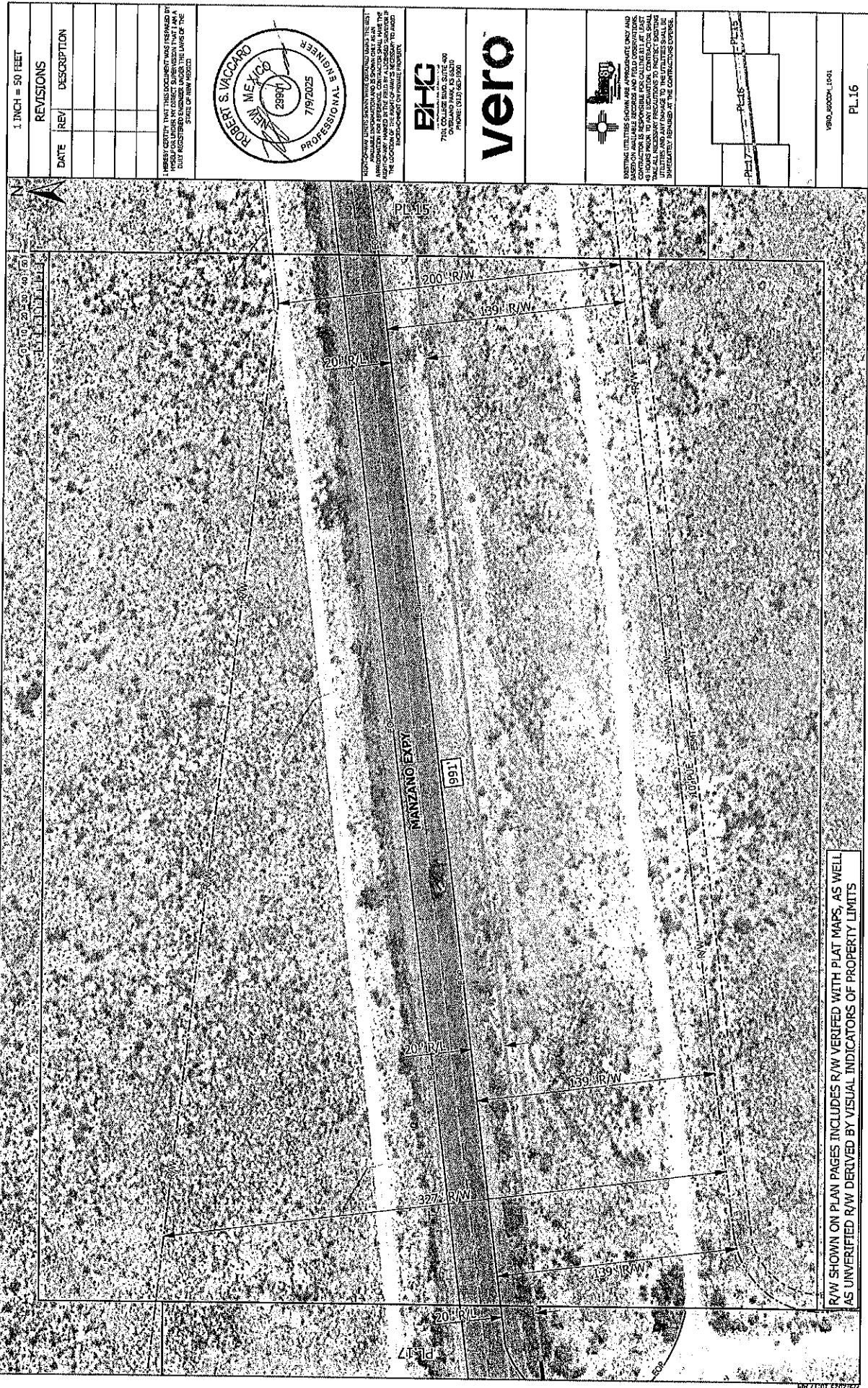


VERO, JACOBO, 1941  
PL 14

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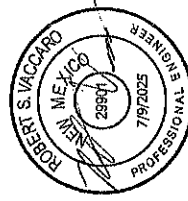




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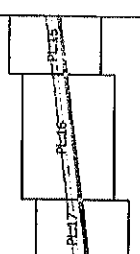
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**EMC**  
7700 E. 10TH AVENUE, SUITE 100  
DENVER, CO 80231  
PHONE (303) 465-1000

**vero**



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VERO\_000004\_10-01  
PL 16

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ROBERT S. VACCARO  
NEW MEXICO  
29904  
PROFESSIONAL ENGINEER  
7/9/2025

VERO

703 COLLEGE BLVD, SUITE 400  
DALLAS, TEXAS 75203  
PHONE (972) 843-5300

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PL 19

PL 20

PL 21

VERO, ARCHITECT

PL 20

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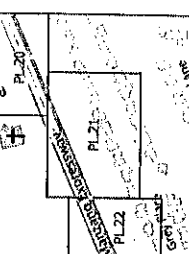
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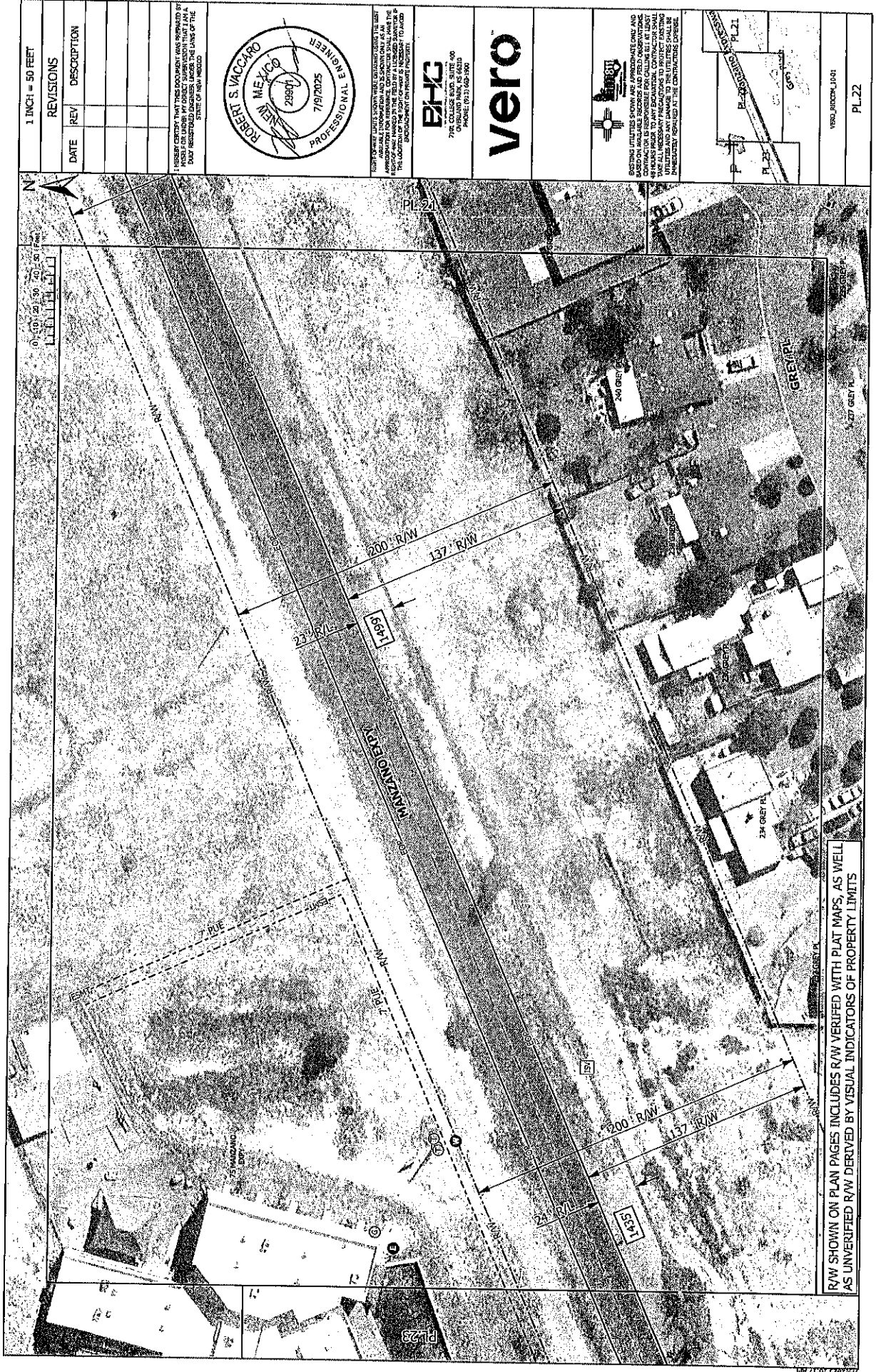


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VERO, ACCORDING TO PL 21  
PL 21

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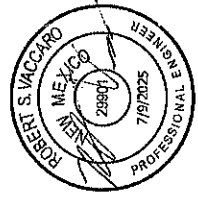
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DATE	REV	DESCRIPTION

DESIGNER'S CERTIFICATE OF PROFESSIONAL ENGINEERING  
 ROBERT S. VACCARO  
 NEW MEXICO  
 29804  
 7/9/2025  
 PROFESSIONAL ENGINEER



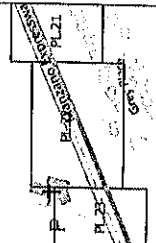
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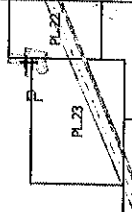


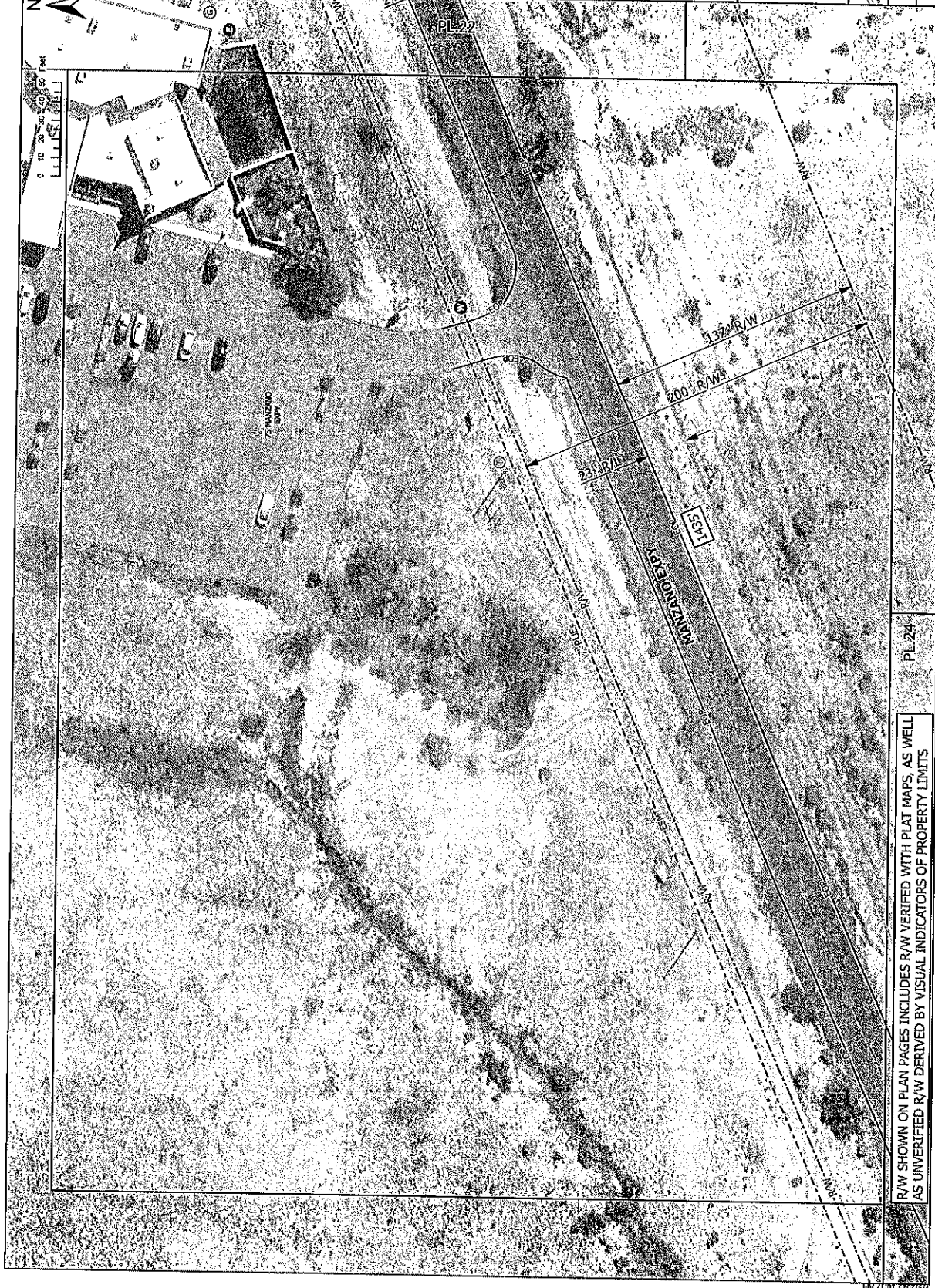
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PL 22

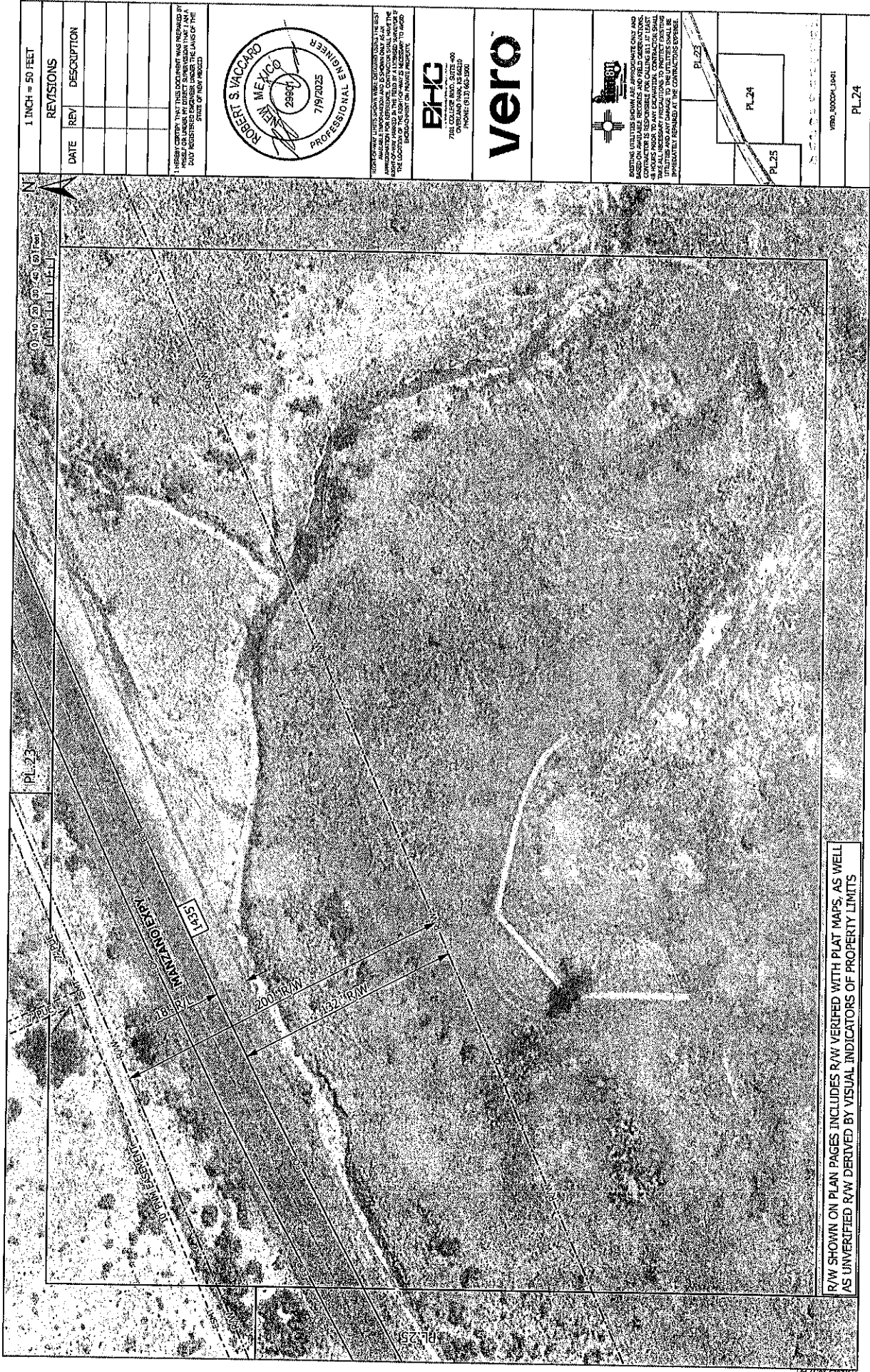
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<b>EH-2</b> 7810 COLLEGE BLVD., SUITE 400 DALLAS, TEXAS 75247 PHONE: (972) 462-5900	
	
	
BASED ON AVAILABLE RECORDS AND FIELD OBSERVATIONS, THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES.	
	
VER-2000-PL-10-11	
PL-23	



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PL-24



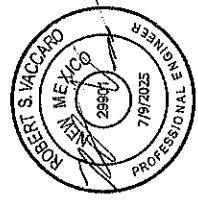


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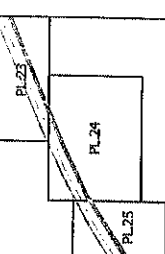
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**PHC**  
 PROJECT MANAGEMENT  
 10000 N. 10TH AVENUE, SUITE 100  
 DENVER, CO 80231  
 PHONE (303) 665-1000

**vero**



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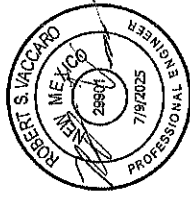
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 PL 24  
 PL 25

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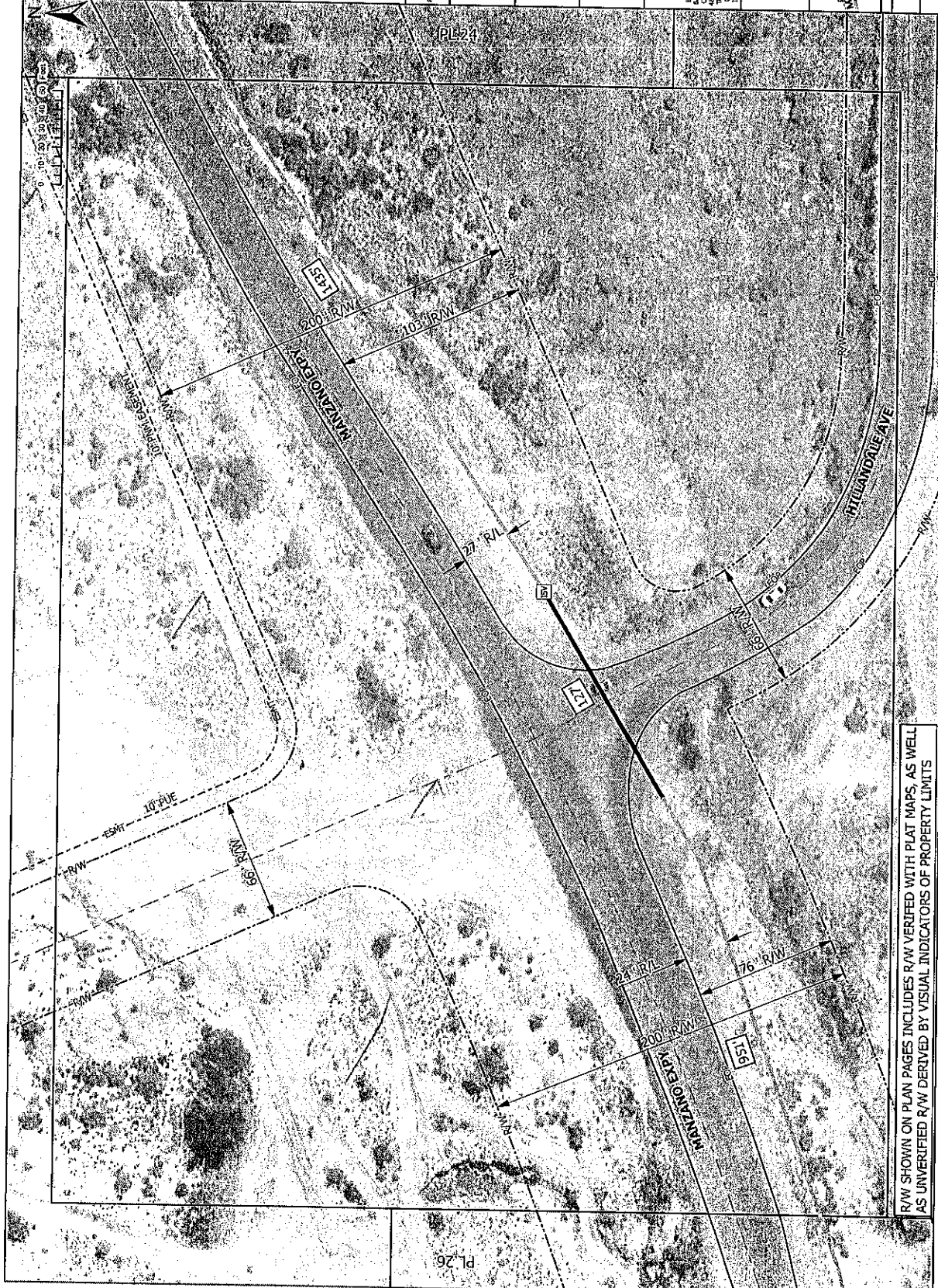


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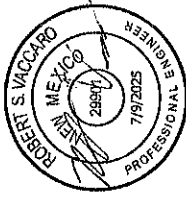
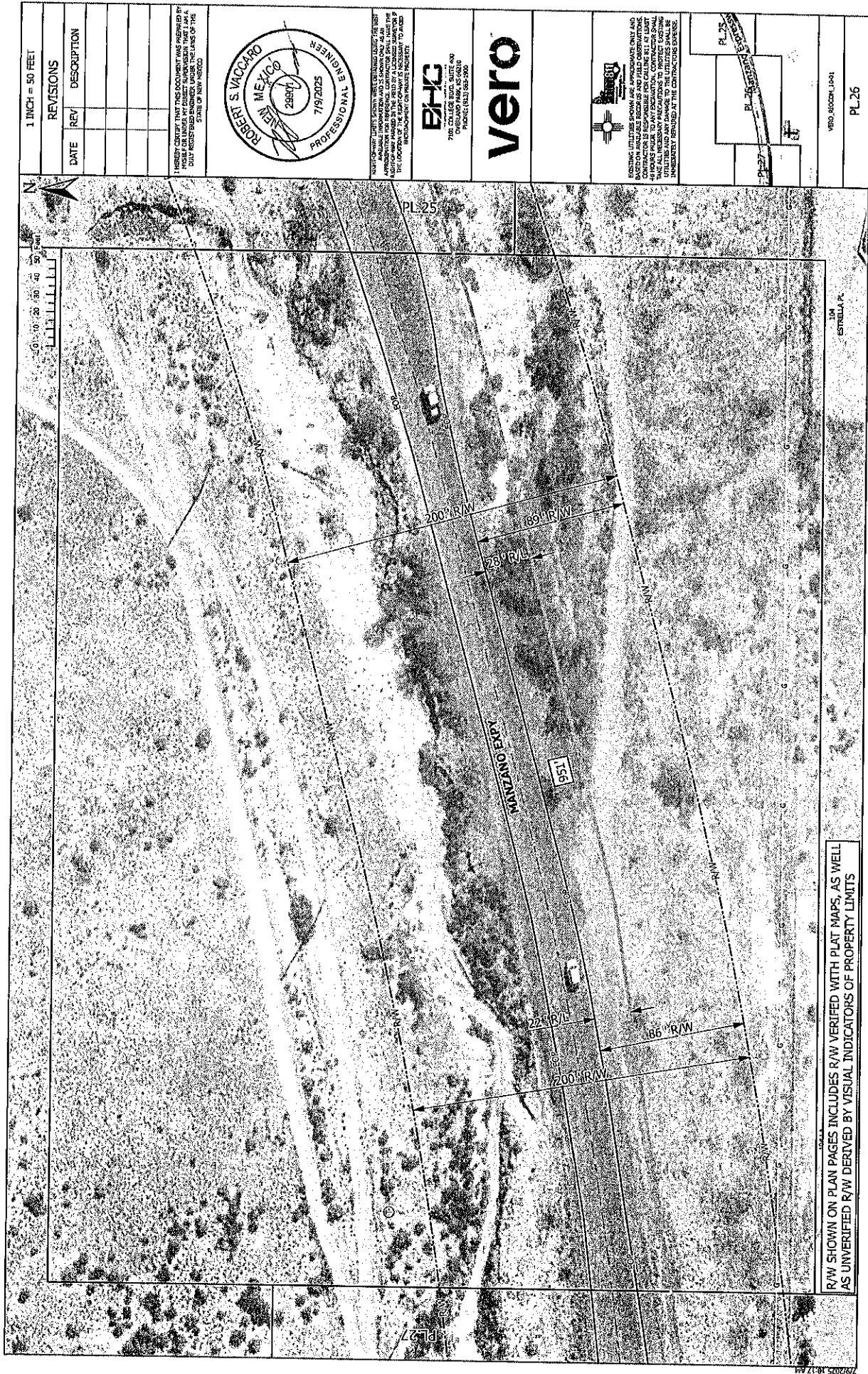
PL 25



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PL 26





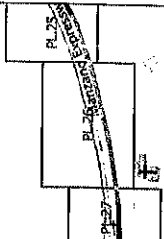
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PHONE: (303) 555-5000

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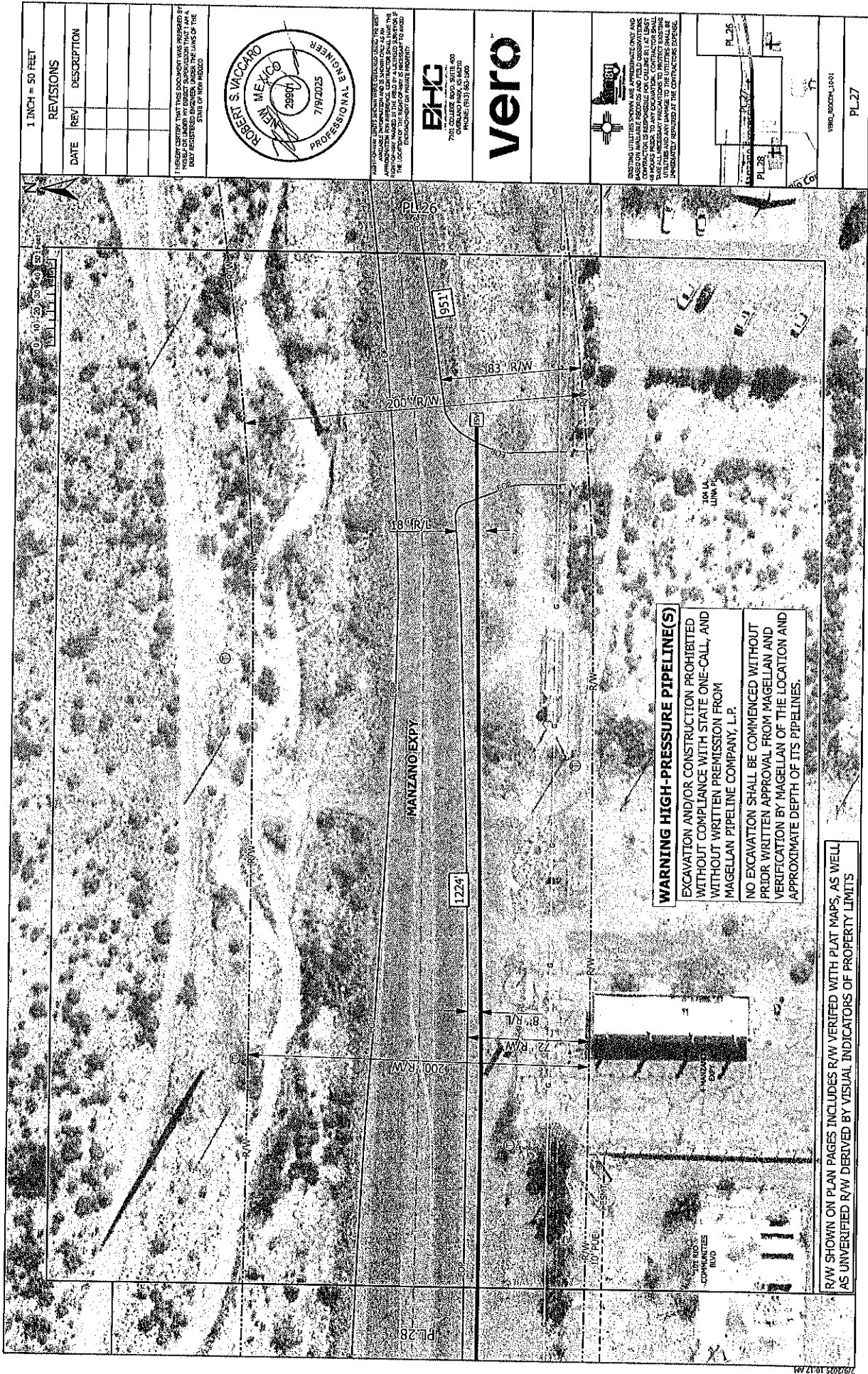


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PL 26

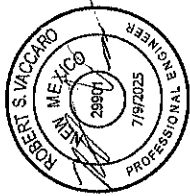


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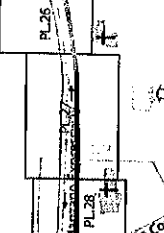
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 7500 S. 4000 E. SUITE 400  
 SALT LAKE CITY, UT 84124  
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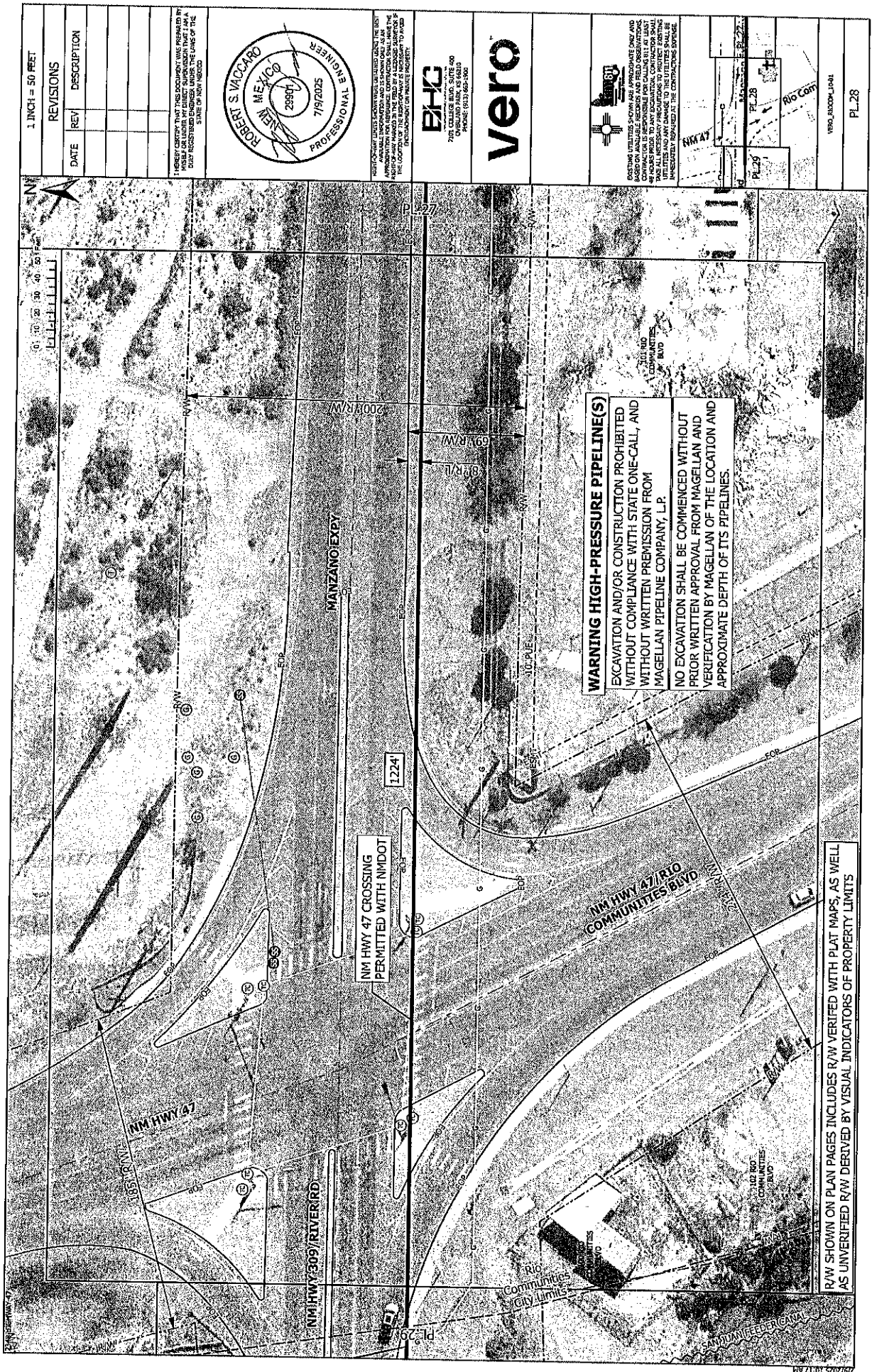
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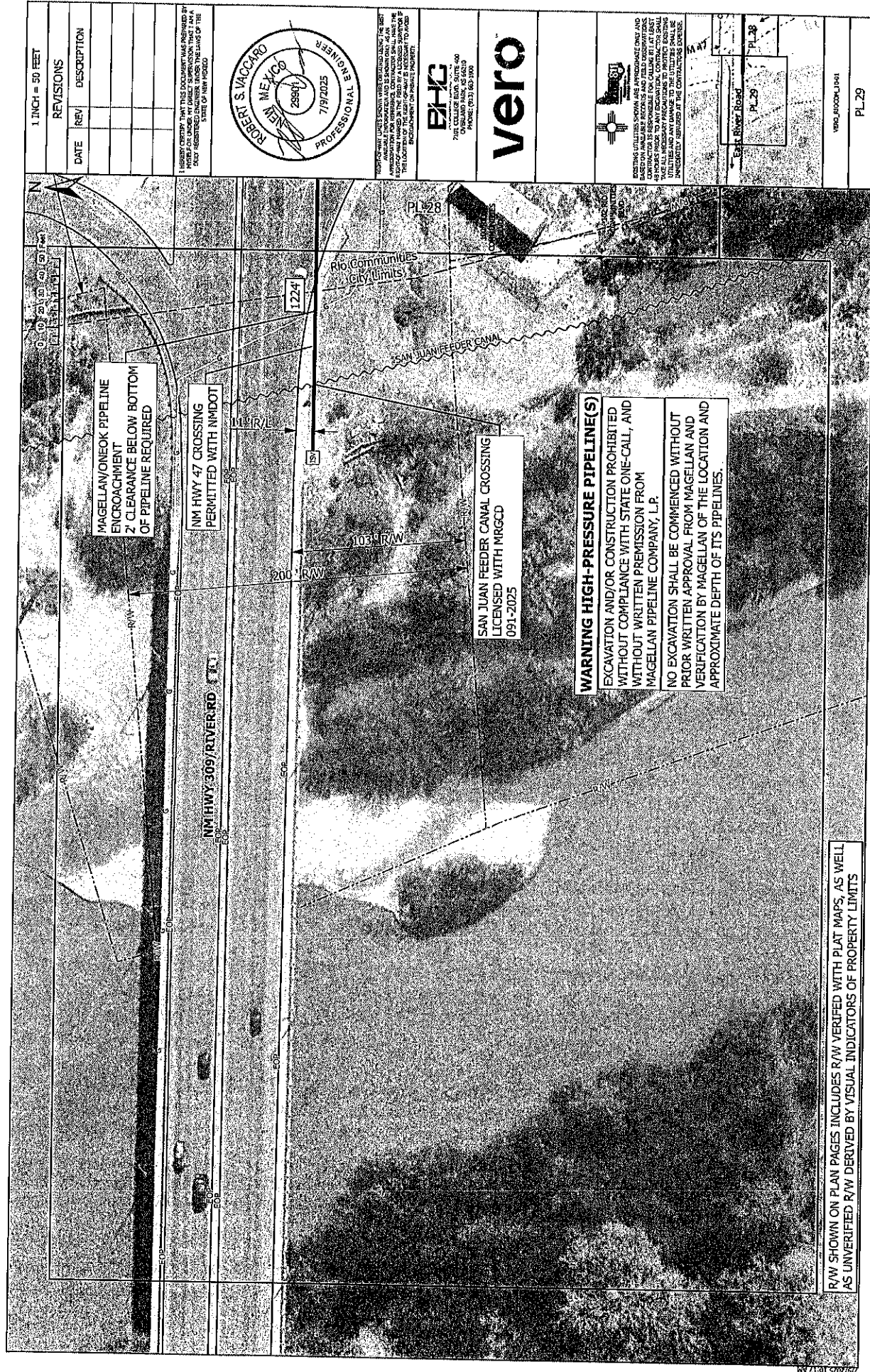
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PL.27

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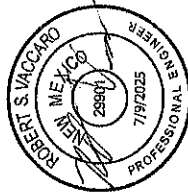


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**BH2**

701 COLLEGE BLVD., SUITE 400  
ALBUQUERQUE, NM 87102  
PHONE: (505) 262-1000

**vero**



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PL 28

PL 29

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MAGELLAN/ONEOK PIPELINE ENCROACHMENT 2' CLEARANCE BELOW BOTTOM OF PIPELINE REQUIRED

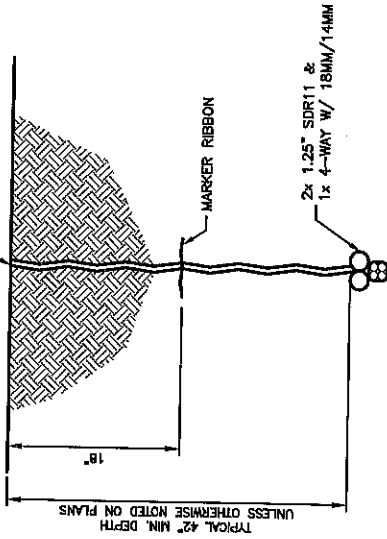
NM HWY 47 CROSSING PERMITTED WITH NMDOT

SAN JUAN FEEDER CANAL CROSSING LICENSED WITH MRGCD 091-2025

**WARNING HIGH-PRESSURE PIPELINE(S)**  
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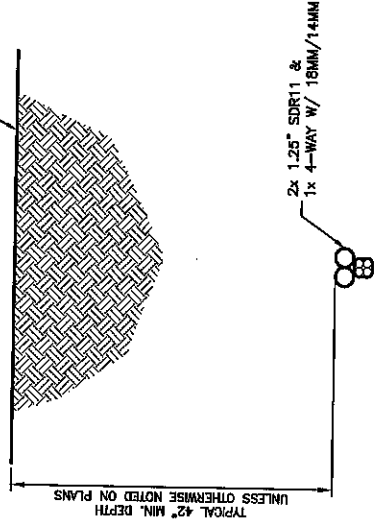
REVISIONS	
DATE	DESCRIPTION

COMPACT FLOW FURROW & RESTORE  
GRADE TO ORIGINAL ELEVATIONS



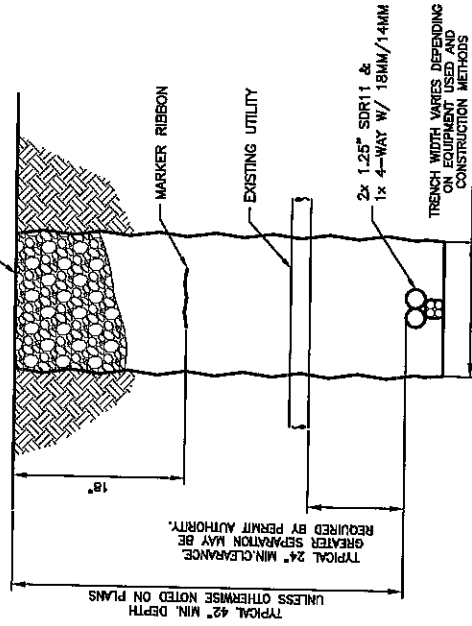
TYPICAL FLOW DETAIL

EXISTING SURFACE, DIRT,  
ASPHALT, OR CONCRETE



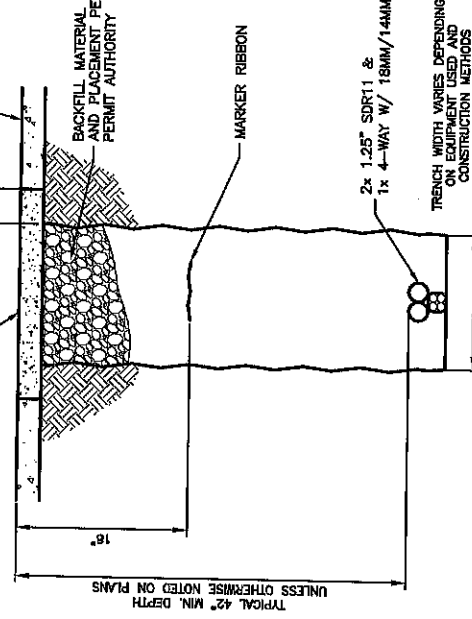
TYPICAL BORE DETAIL

WHEN TRENCH IS PLACED UNDER  
GRAVEL SURFACE, THE SURFACE  
SHALL BE MATCHED IN TYPE &  
DEPTH



TYPICAL TRENCH DETAIL

REPLACE ASPHALT OR CONCRETE  
TO MATCH EXISTING CONDITION  
AND PER LOCAL PERMIT  
AUTHORITY SPECIFICATIONS



TYPICAL TRENCH DETAIL

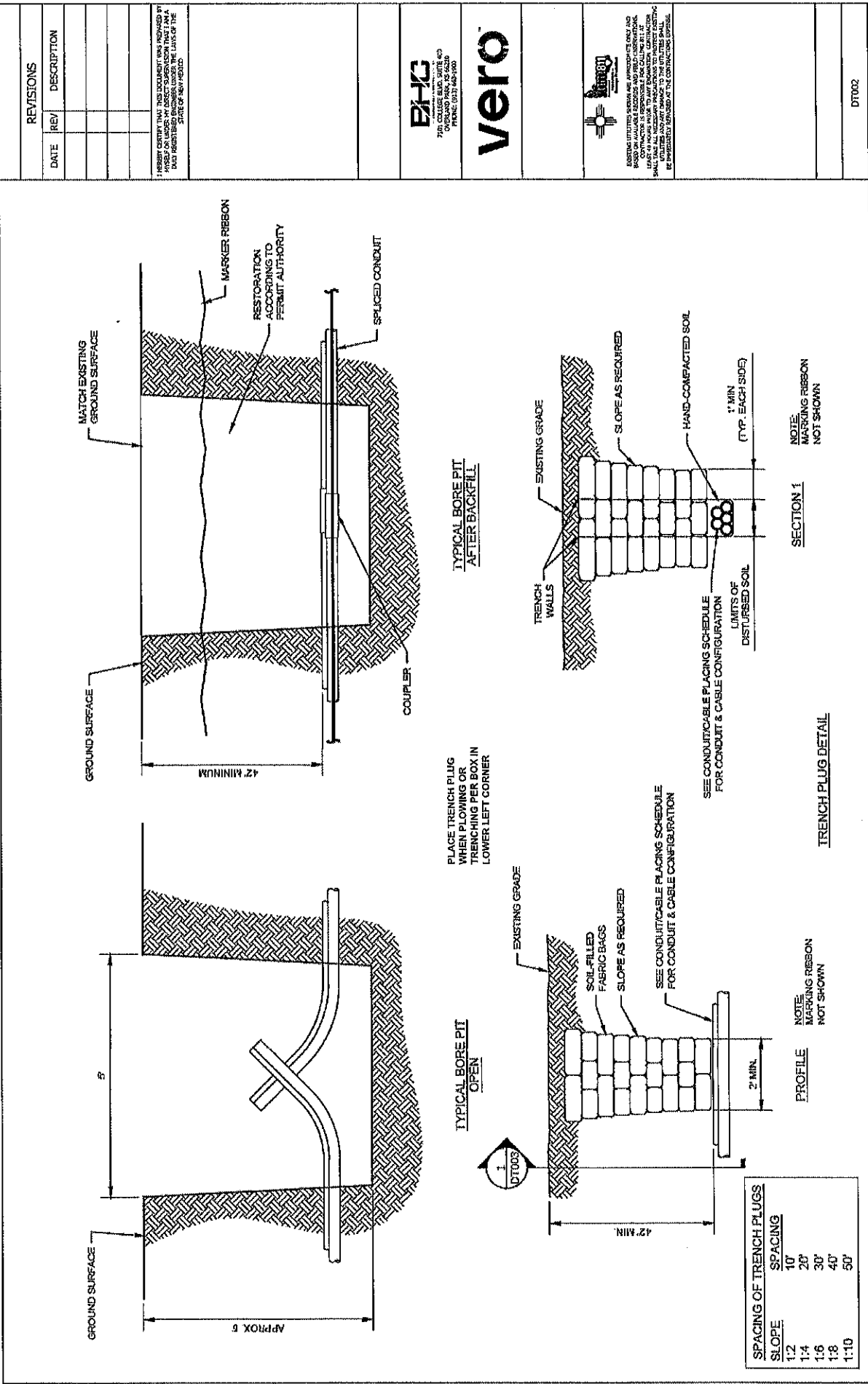
**BHC**  
755 COLLIER BLVD. SUITE 400  
FARMERSVILLE, TX 76840  
PHONE: (937) 453-3500



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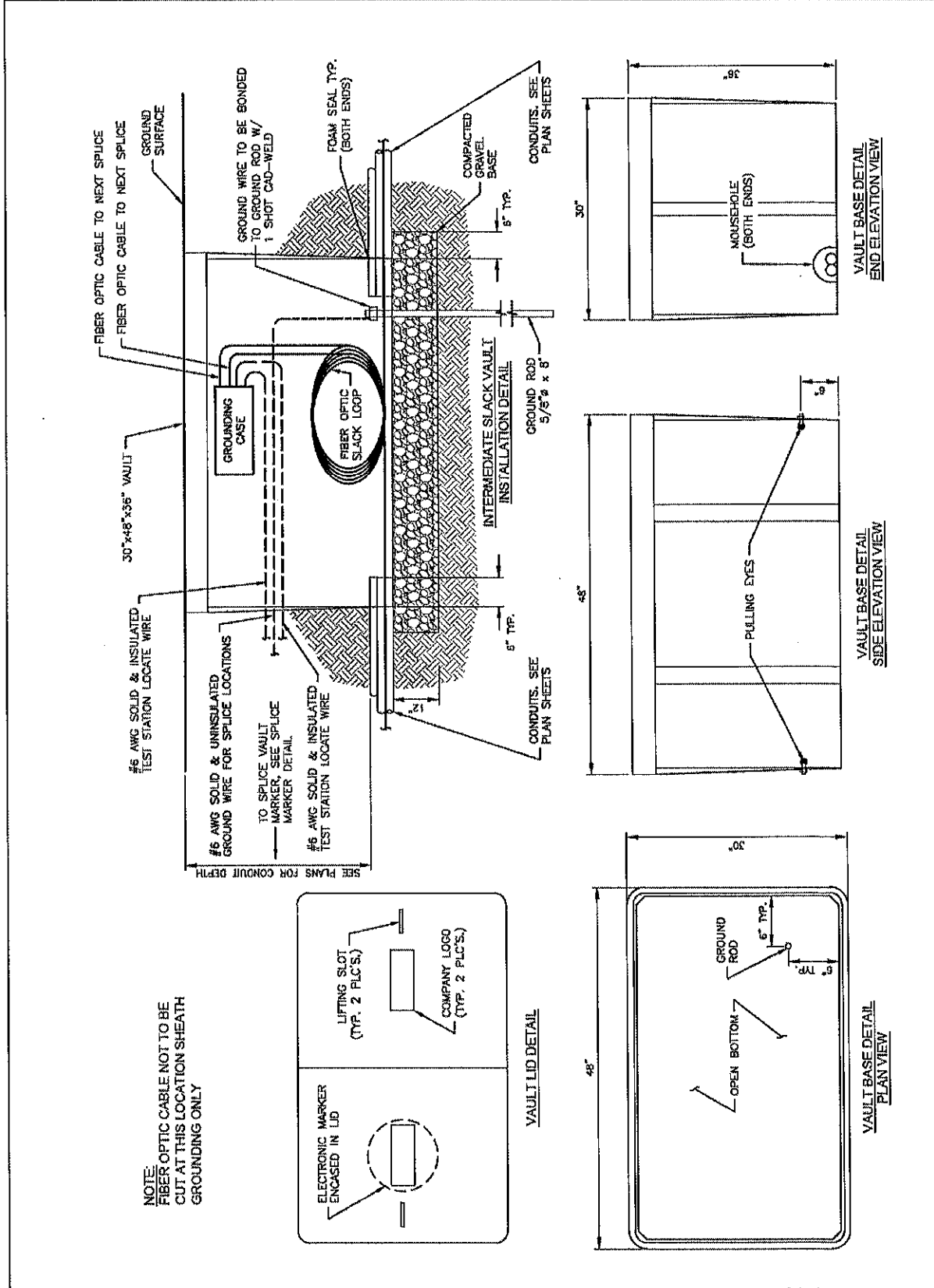


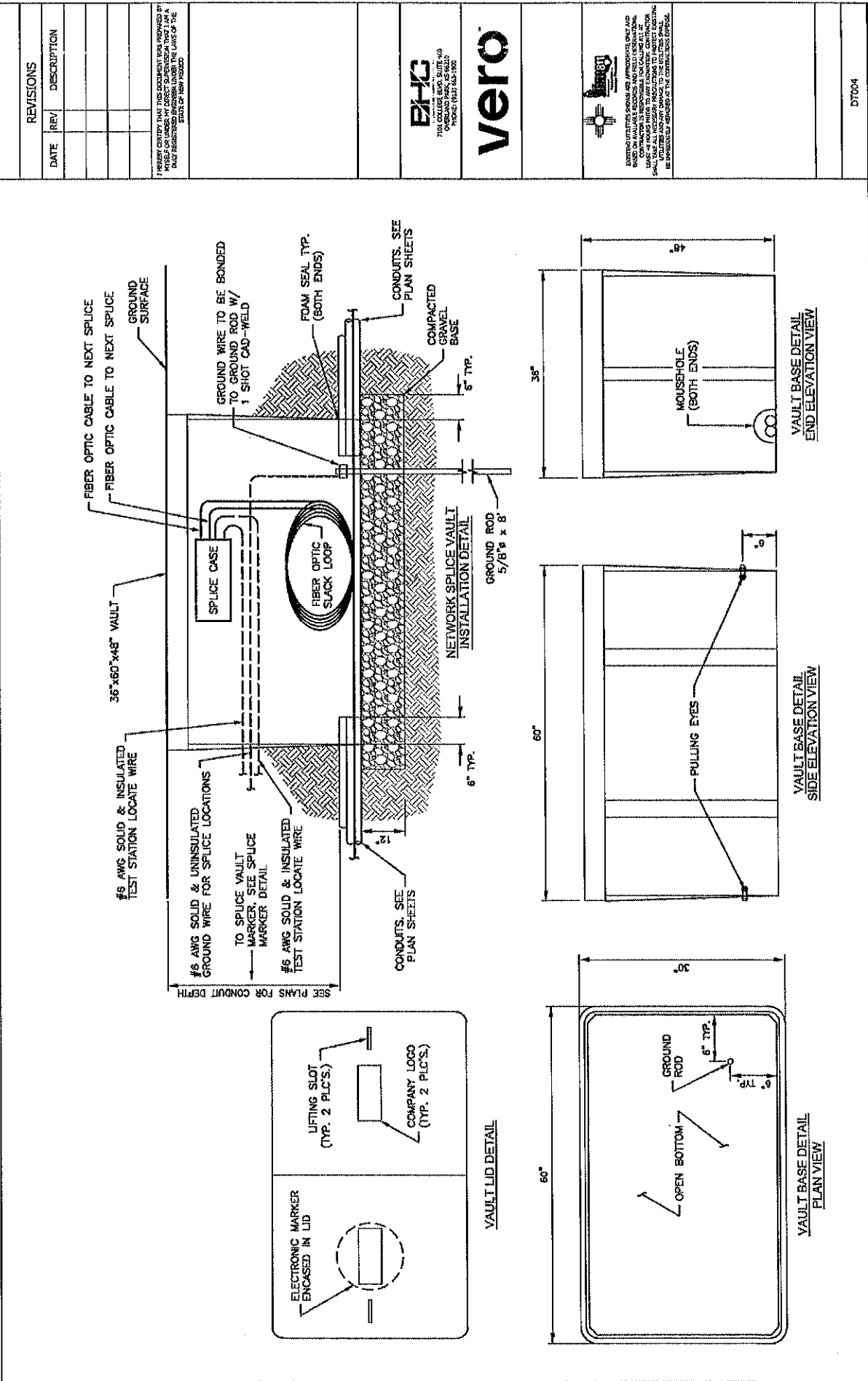
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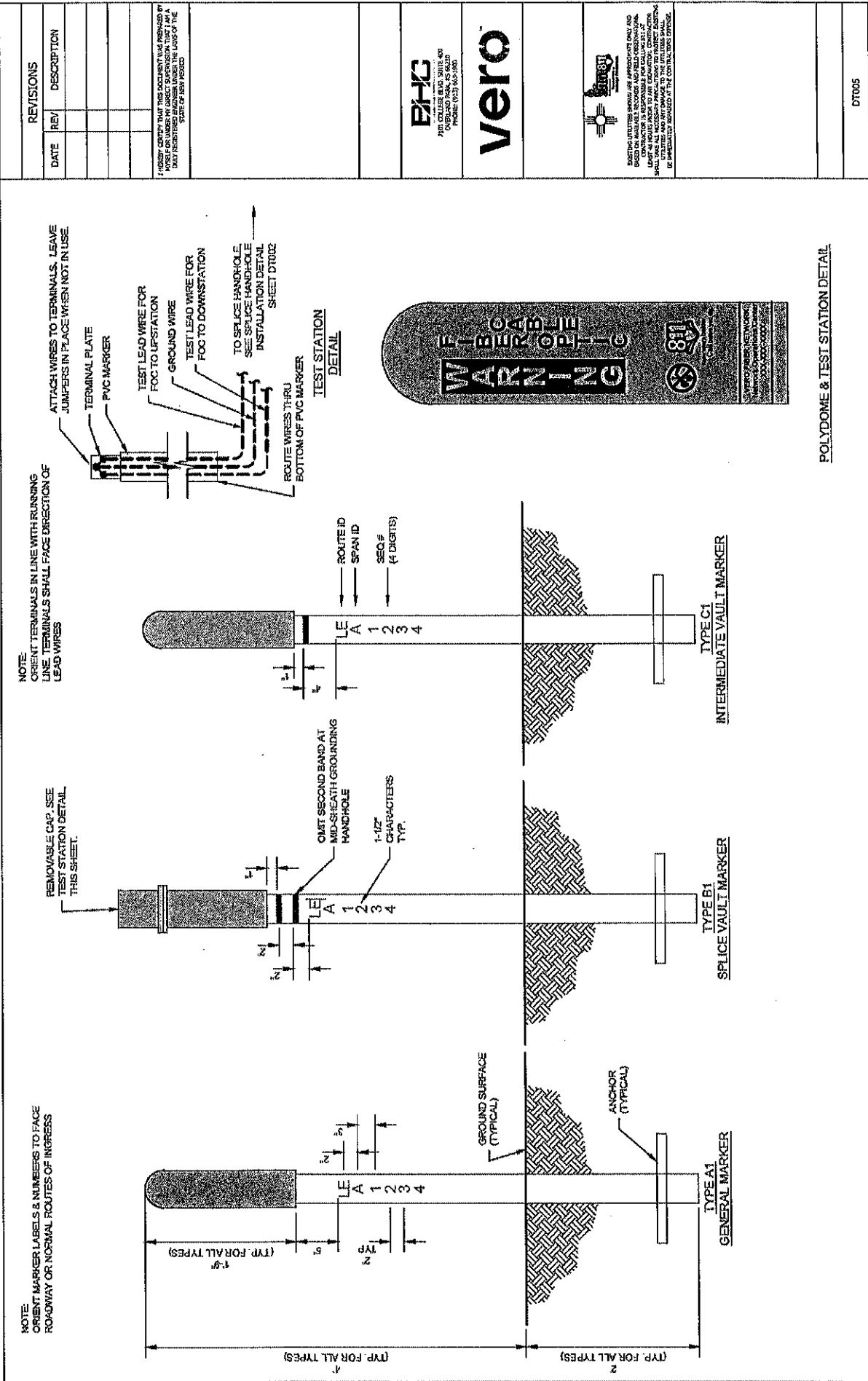
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