

**LUNA COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**Barbara L. Reedy**  
Member

**Linda M. Smrkovsky**  
Chairperson

**John S. Sweetser**  
Member

**Thursday, June 14, 2018  
10:00 a.m.  
Regular Meeting  
Luna County Courthouse**

1. **Call to Order:** Chair Smrkovsky to commence meeting (At this time, please silence your cell phones and any other electronic devices) Pledge of Allegiance, State Pledge.
2. **Roll Call:**
3. **Approval of Agenda:**
4. **Minutes:**
  - a. Special Meeting- May 8, 2018  
**MOTION AND VOTE**
  - b. Work Session- May 10, 2018  
**MOTION AND VOTE**
  - c. Regular Meeting- May 10, 2018  
**MOTION AND VOTE**
  - d. Special Meeting- May 23, 2018  
**MOTION AND VOTE**
5. **Elected Officials Report:**
6. **County Manager's Report:**
7. **Indigent Claims Report:**
  - a. Recess as County Commission, Convene as Claims Board  
**MOTION AND VOTE**
  - b. Presentation of Claims Report by Joanne Hethcox
  - c. Consider Claims dated June 14, 2018 in the amount of \$4,534.91  
**MOTION AND VOTE**
  - d. Recess as Claims Board, Re-Convene as County Commission  
**MOTION AND VOTE**

8. **Public Comment:** The Public has the opportunity to provide comment at this time pertaining to items on the agenda only. Please be advised that this is not a question and answer period. Your comments specific to the agenda items will be limited to three minutes unless the Board of County Commissioners requests more information. The time limit and opportunity to speak is given in an effort to allow public input on business matters of the County to move the agenda forward in a prompt yet efficient manner. Comment will not be allowed on individual agenda items as they are discussed by the Commissioners during new business.

9. **Consent Agenda:**

- a. Accounts Payable: \$1,061,736.18
- b. Payroll: \$1,017,956.05
- c. Resolution 18-27 Budget Increases
- d. Resolution 18-28 Budget Transfers
- e. Resolution 18-29 Luna County CAP Project
- f. Resolution 18-30 Luna County SB Project
- g. Resolution 18-31 Luna County COOP Project
- h. Resolution 18-32 Multi Services Agreement between Luna County and Village of Columbus
- i. Continental Divide Trail Committee Proclamation
- j. Exemption for Special Tax Assessment for predator control program- New Mexico Feeding Co.
- k. Fixed Asset Certification & Removal

**MOTION AND ROLL CALL VOTE**

10. **New Business:**

- a. Authorize the Budget Procurement Department to make necessary intra department budget adjustments to clean up line items before end of fiscal year.

**MOTION AND ROLL CALL VOTE**

- b. Award recommendation for RFP# 106-02 for LCDC Food & Commissary Services

**MOTION AND ROLL CALL VOTE**

- c. Authorizing the County Manager to collaborate with New Mexico Border Authority in funding projects for Luna County

**MOTION AND ROLL CALL VOTE**

11. **Executive Session:** Executive Session to discuss Limited Personnel Matters pursuant to §10-15-1 (H)(2) NMSA 1978 pertaining to the County Manager's Evaluation & Contract

**MOTION AND ROLL VOTE**

12. **Upcoming Meetings:**

Work Session- July 12, 2018 at 9:00 a.m.

Regular Meeting- July 12, 2018 at 10:00 a.m.

13. **Adjourn:**

**NOTE TO THE PUBLIC:** Please use the microphone when addressing the Board. This is necessary for recording purposes. Thank you for your cooperation. Headphones for hearing enhancement are available upon request.

**MINUTES  
SPECIAL MEETING  
LUNA COUNTY BOARD OF COUNTY  
COMMISSIONERS  
Tuesday, May 8, 2018**

**BE IT REMEMBERED** that the Luna County Board of County Commissioners met in Special Session at 9:00 a.m. on Tuesday, May 8, 2018 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present: Manager Ira Pearson, Assistant Manager Glory Juarez, Attorney Charles K. Kretek, Clerk Andrea Rodriguez, Chief Deputy Berenda McWright, Deputy Clerk Myrna Duarte, Assessor Delilah Rojo, Chief Appraiser Michelle Holguin, Community Health and Welfare Director Jessica Jara, Road Department Supervisor Mike Hatch, Economic Development & Community Projects Director Jessica Etcheverry, DWI Coordinator Edith Vazquez, and Budget & Procurement Director/Indigent Claims Administrator Joanne Hethcox.

**CALL TO ORDER:** Chair Smrkovsky called the meeting to order at 9:02 a.m. and led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

**ROLL CALL:** Deputy Clerk Myrna Duarte called roll. The following members of the Board constituting a quorum were present:

**Barbara L. Reedy, District 1  
Linda M. Smrkovsky, Chair, District 2  
John S. Sweetser, District 3**

**EXECUTIVE SESSION:** Chair Smrkovsky entertained a motion to enter into Executive Session to discuss Limited Personnel Matters pursuant to 10-15-1 (H) (7) NMSA 1978 pertaining to two matters of pending litigation and 10-15-10-1H(5) NMSA 1978 to discuss collective bargaining strategy.

Commissioner Reedy so moved to enter into Executive Session to discuss Limited Personnel Matters pursuant to 10-15-1 (H) (7) NMSA 1978 pertaining to two matters of pending litigation and 10-15-10-1H(5) NMSA 1978 to discuss collective bargaining strategy and announced no other matters would be discussed. Commissioner Sweetser seconded the motion, which carried unanimously following a roll call vote.

Commissioner Sweetser motioned to return from Executive Session where no other matters were discussed but Limited Personnel Matters, pending litigation and collective bargaining. Commissioner Reedy seconded the motion which carried unanimously. There was no action taken after the Executive Session.

**DISCUSSION ITEMS:**

- a. 2018-2019 Preliminary Budget Review: The Luna County Board of County Commissioners were presented the Preliminary Budget items for review and discussion. Manager Ira Pearson summarized the budget for each department, and reviewed line items. Respectively, both he and Budget and Procurement Director Joanne Hethcox stood for questions. Members of the Senior Center were present to speak in regards to their current budget deficiency issues. (\*Note: Items were presented for discussion only and no actions were taken.)

**ADJOURN:** Upon a motion made by Commissioner Reedy and a second made by Commissioner Sweetser. Chair Smrkovsky adjourned the meeting at 12:26 p.m.

**ATTEST:**

**LUNA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Andrea Rodriguez, Luna County Clerk**

\_\_\_\_\_  
**Barbara L. Reedy, District 1**

**Approved:** \_\_\_\_\_

\_\_\_\_\_  
**Chair, Linda M. Smrkovsky, District 2**

\_\_\_\_\_  
**John S. Sweetser, District 3**

**MINUTES**  
**WORK SESSION**  
**LUNA COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Thursday, May 10, 2018**

**BE IT REMEMBERED** that the Luna County Board of County Commissioners met at 9:00 a.m. on Thursday, May 10, 2018 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting a Work Session.

**CALL TO ORDER:** Chair Smrkovsky called the meeting to order at 9:02 a.m. and led the Pledge of Allegiance and the salute to the flag of New Mexico.

**ROLL CALL:** Deputy Clerk Myrna Duarte called roll. The following Commissioners constituting a quorum were present:

**Barbara L. Reedy, District 1**  
**Linda M. Smrkovsky, Chair, District 2**

**SERVICE AWARDS:** Economic Development Community Projects Director Jessica Etcheverry presented an award to Matt Robinson for five years of service. County Manager Ira Pearson presented an award to Yossie Nieblas for five years of service. County Clerk Andrea Rodriguez presented an award to Leslie Nabours for ten years of service.

**PRESENTATIONS:**

- **Workforce Solution Presentation by Frank Meza:** Frank Meza spoke about several programs that the Department of Workforce Solution offers. New Mexico Department of Workforce Solutions also offers funds for residents whom want to go to school.
- **Credit Rating Update by County Manager:** County Manager Ira Pearson announced that the credit ratings are for general obligation. He has been working with several credit agencies to educate them on our county. Luna County is in good standing and has no general obligation debt.
- **Industrial Revenue Bonds Presentation by Linda Melendres:** Luna County Bond Attorney Linda Melendres explained how Industrial Revenue Bonds work. She also spoke about the proposed Resolutions on the Regular Meeting Agenda. Resolution 18-24, a resolution declaring the intent of Luna County to issue industrial revenue bonds in an aggregate principal amount of up to \$223,000,000. in connection with a proposed project for a combustion turbine facility to be located in Luna County for the purpose of inducing Southern Power Company to acquire the project and Resolution 18-25, a resolution declaring the intent of Luna County to issue industrial revenue bonds in aggregate principal amount of up to \$427,000,000, in connection with a proposed project for a natural gas power generation facility to be located in Luna County, for the purpose if inducing Southern Power Company to acquire the project. Ms. Melendres advised the board that New Mexico State Legislature provides a City/County Statute which allows Luna

County to issue Industrial Revenue Bonds in order to promote a proper balance within the community of agriculture, commerce and industry.

**COMMISSIONERS AND STAFF DISCUSSION ON REGULAR MEETING AGENDA ITEMS:** The Luna County Board of County Commissioners presented the Regular Meeting Agenda items for presentation and discussion by attending members of the public. *(\*Note: Items were presented for discussion only and no actions were taken.)*

The following agenda items were discussed:

- Item E, Resolution 18-03 Amended Notice of Fees: County Manager Pearson advised that they will amend the charge for digital documents per the Attorney General's Office recommendation. The cost of a permit to relocate a mobile home is forty-five dollars, and if a permit is not purchased the owner will be fined an additional forty-five dollars. Also, address placards will now cost five dollars. The placards may be purchased in the planning department.
- Item F, Authorizing Prior Year's Financial Adjustment on the Luna County Treasurer's Report: Mr. Pearson stated that the Treasurer's report has been incorrect for ten years and once the adjustments are made it will leave the report at a zero balance.
- Item G, Disposal of Assets Luna County's Road Department Equipment: Mr. Pearson, stated a list of out-dated equipment has been provided and this list will be brought to the Luna County Board of Commissioners at a future date to be approved. Once approved the list will be submitted to DFA for approval. Once approved by DFA, equipment will be auctioned off at a future date.
- Item H, US Border Patrol's 94<sup>th</sup> Anniversary Proclamation: Mr. Pearson stated that the US Border Patrol has asked Luna County to adopt a Proclamation celebrating the Border Patrol's 94<sup>th</sup> Anniversary.

**PUBLIC INPUT:** Laurie Findley announced that she attended the LCCED meeting hosted by Jessica Etcheverry, Director of Economic Development and was very impressed with the work they are doing. She announced several upcoming events: A ribbon cutting ceremony for the remodeling of Walmart, the KRWG Coffee Break, the 1<sup>st</sup> Friday and a meet and greet at Deming Orthodontics. Ms. Findley encouraged everyone to participate in their upcoming contest called Best of Kingdom of the Sun.

Community Health and Well Being Director, Jessica Jara thanked Chair Smrkovsky for attending the 5<sup>th</sup> Annual Child Abuse Awareness Prevention event, in which over six hundred people attended. She stated that in the Border Patrol is providing the Healing House with a cake in honor of the Border Patrol's 94<sup>th</sup> Anniversary. She stated the Border Patrol donates to the Healing House throughout the year.

**ADJOURN:** Upon motion made by Commissioner Reedy and a second made by Chair Smrkovsky, Chair Smrkovsky adjourned the meeting at 10:01 a.m.

**ATTEST:**

**LUNA COUNTY BOARD OF  
COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Andrea Rodriguez, Luna County Clerk**

\_\_\_\_\_  
**Barbara L. Reedy, District 1**

**Approved:** \_\_\_\_\_

\_\_\_\_\_  
**Chair, Linda M. Smrkovsky, District 2**

\_\_\_\_\_  
**John S. Sweetser, District 3**

**MINUTES  
REGULAR MEETING  
LUNA COUNTY BOARD OF COUNTY  
COMMISSIONERS  
Thursday, May 10, 2018**

**BE IT REMEMBERED** that the Luna County Board of County Commissioners met in regular session at 10:00 a.m. on Thursday, May 10, 2018 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

The following staff and elected officials were present: Manager Ira Pearson, Assistant Manager Glory Juarez, Administrative Assistant Yossie Nieblas, Attorney Charles C. Kretek, Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Deputy Clerk Myrna Duarte, Treasurer Gloria Rodriguez, Chief Deputy Treasurer Dora Madrid, Assessor Delilah Rojo, Chief Appraiser Michelle Holguin, Sheriff Kelly Gannaway, Captain Michael Brown, Dispatch Director Lauree Sanchez, Operations Manager Yovanie Granillo, Community Health and Welfare Director Jessica Jara, Parents as Teachers Program Coordinator Zalena Pinon, Special Projects and Facilities Management Director Billy Ruiz, Community Development Director Jessica Etcheverry, Emergency Services Director Mark Jasso and Budget & Procurement Director/Indigent Claims Administrator Joanne Hethcox.

**CALL TO ORDER:** Chair Smrkovsky called the meeting to order at 10:10 a.m., and led the Pledge of Allegiance and the salute to the flag of New Mexico.

**ROLL CALL:** Deputy Clerk Myrna Duarte called roll. The following members of the Board constituting a quorum were present:

**Barbara L. Reedy, District 1  
Linda M. Smrkovsky, District 2**

**APPROVAL OF AGENDA:** Commissioner Reedy motioned to approve the agenda. Chair Smrkovsky seconded the motion which was unanimously approved.

**MINUTES:** Upon a motion made by Commissioner Reedy, seconded by Chair Smrkovsky, the Minutes of the April 10, 2018 Special Meeting were unanimously approved. Upon a motion made by Commissioner Reedy, seconded by Chair Smrkovsky, the Minutes of the April 12, 2018 Work Session were unanimously approved. Upon a motion made by Commissioner Reedy, seconded by Chair Smrkovsky, the Minutes of the April 12, 2018 Regular Meeting were unanimously approved.

**ELECTED OFFICIALS REPORTS:** Clerk Andrea Rodriguez announced early voting has begun in the Clerk's Office for the Primary Election until June 2, 2018. Early voting will begin Saturday, May 19, 2018 at the Mimbres Valley Learning Center.

Assessor Delilah Rojo, thanked Luna County for 30 years of employment. Ms. Rojo announced that she will be retiring at the end of 2018. She reported that four of her employees will be attending an appraisal certification class in Las Cruces New Mexico, in July. In the month of March New Mexico Property Tax Division did a three day evaluation on her department. In the month of February, New



Mexico Property Tax Division has looked into having a property tax sale online. Her department is working on 2019 reappraisal, and are conducting a market analysis. She announced the promotion of Mary Perez and has hired Ashley Gallegos whom has worked with the Assessor's Office in the past.

Treasurer Gloria Rodriguez announced the New Mexico State Property Tax Division held a public auction on April 19, 2018. She thanked Sheriff Gannaway and Deputies Randal Carreon and Arturo Baeza, for providing security. Mrs. Rodriguez reported that her department is busy collecting the second half of property taxes. She welcomed the board to please drop by the Treasurer's Office at any time. The financial report for the month of April is almost balanced.

Sheriff Gannaway reported the statistics for the month of April. Burglaries have increased, Larcenies, Vehicle Theft have decreased. Non-Criminal process have been steady, Accidents and DWI's have decreased.

**COUNTY MANAGER'S REPORT:** County Manager Ira Pearson reported on the following items:

**Dispatch:** Dispatch Director Lauree Sanchez gave a presentation on the process of attending Telecommunicator Academy for the purpose of maintaining the credentials for a Certified Dispatcher. Recently, Monica Marquez and Janet Pacheco graduated from the Department of Public Safety Telecommunicator Academy in Santa Fe on May 04, 2018. Assistant Manager Glory Juarez also attended the academy.

**Detention Center: Daily average population for April:**

- Number of Inmates Incarcerated – 392
- Number of Inmates Released - 391
- Average Daily Population- 307
- USMS Daily Population – 168
- Local Population - 138
- Inmate Average Length of Stay – 16

**Road Department:** The department is making progress on the Colonia's Project, looking to complete the project by June. The department has received 200,000 yards of millings that was given to them. The department will be able to reuse the millings for future projects.

**Budget:** Mr. Pearson announced the Preliminary Budget Meeting will be held on May 23, 2018 at 9:00a.m.

**Maintenance:** The department has completed 64 work orders in the month of April and have completed 70 this month. Work orders are being implemented with the legal department to keep record of projects.

**Starmax: VPN PROGRAM:** A balance of \$30,547.42 is remaining to pay off the loan. The original loan amount was \$388,661. April sales are estimated at \$122,803.

**Volunteer Fire Department:** Mr. Pearson announced that Luna County is very dry at the moment and wants the public to be aware and not have any open fires. If the county does not get any rain, there is a possibility of banning fireworks and burning.

**DWI BUZZFREE PARTY:** A total of 246 kids attended the DWI Buzzfree party after prom. Mr. Pearson thanked all the volunteers.

**CALL TO REPEAL ORDINANCE: Repealing Ordinance Number 6- Salaries for County Elected Officials:** Mr. Pearson explained that it was discovered that Ordinance 6 was an old ordinance that needed to be repealed. Ordinance Number 6, was filed in 1983, stating incorrect amounts of salaries for elected officials. Chair Smrkovsky advised that the salaries given to elected officials are approved by the State of New Mexico. Commissioner Reedy motioned to approve and direct the County Managers office to publish the title and summary of Ordinance Number 6, salaries for county officials one time in the Deming Headlight at least two weeks prior to the meeting of the board, at which the ordinance is proposed for final repeal. The publication shall also include the date and time at which the repeal of ordinance is to be considered. Chair Smrkovsky seconded the motion which was unanimously approved following a roll call vote.

**INDIGENT CLAIMS REPORT:** Upon motion of Chair Smrkovsky and a second by Commissioner Reedy, the meeting of the Board of County Commissioners was unanimously recessed and the meeting of the Indigent Hospital Claims Board convened. Budget and Procurement Director Joanne Hethcox recommended approval of 22 claims for the month of April totaling \$17,234.79. The gross receipts collections totaled \$47,765.95 and the balance for Indigent Claims Fund totaled \$860,715.60 of that \$302,099.70 is encumbered. Commissioner Reedy motioned to approve the Indigent Claims Report as submitted. Chair Smrkovsky seconded the motion which carried unanimously. Commissioner Reedy motioned to recess as a Claims Board and reconvene as a County Commission. Chair Smrkovsky seconded the motion which carried unanimously.

**PUBLIC COMMENT:** Chair Smrkovsky opened the floor for Public Comment. No public comment was forthcoming.

**CONSENT AGENDA:** Upon motion of Commissioner Reedy, seconded by Chair Smrkovsky, the following items on the Consent Agenda were unanimously approved following a roll call vote.

- a. **Accounts Payable: \$1,490,726.11**
- b. **Payroll: \$1,020,821.52**
- c. **Resolution 18-21 Budget Increases**
- d. **Resolution 18-22 Budget Transfers**
- e. **Resolution 18-03 Amended Notice of Fees**
- f. **Authorizing Prior Year's Financial Adjustment on the Luna County Treasurer's Report**
- g. **Disposal of Assets -Luna County's Road Department Equipment**
- h. **US Border Patrol's 94<sup>th</sup> Anniversary Proclamation**

**NEW BUSINESS:** Chair Smrkovsky reviewed each item on the New Business agenda with the Commissioners:

- a. **Resolution 18-23 Elected Officials Salaries:** Chair Smrkovsky motioned to amend Resolution 18-23 changing commissioner's salaries \$22,831.90 will be changed to \$24,544.26 for newly eligible elected officials. Commissioner Reedy motioned to approve Resolution 18-23 Elected Official Salaries. Chair Smrkovsky seconded motioned, which was unanimously approved following a roll call vote.

- b. **Approving New Management Member of Labor Relations Board:** Mr. Pearson explained that Mr. Charles Kretek was an appointed member to the labor relations board a few years ago. Since Mr. Kretek is now the County Attorney he can no longer serve on that board. Mr. Pearson recommended John Strand for the position. The position in a non-paid position. Commissioner Reedy motioned to approve and designate John Strand as New Management Member of Labor Relations Board. Chair Smrkovsky, seconded the motion and the motion was unanimously approved following a roll call vote.
- c. **Resolution 18-24 A Resolution declaring the intent of Luna County to issue industrial revenue bonds in an aggregate principal amount of up to \$223,000,000 in connection with a proposed project for a combustion turbine facility to be located in Luna County, for the purpose of inducing Southern Power Company to acquire the project.** Commissioner Reedy motioned to approve Resolution 18-24, A Resolution declaring the intent of Luna County to issue industrial revenue bonds in an aggregate principal amount of up to \$223,000,000 in connection with a proposed project for a combustion turbine facility to be located in Luna County, for the purpose of inducing Southern Power Company to acquire the project. Chair Smrkovsky seconded the motion, which carried unanimously following a roll call vote.
- d. **Resolution 18-25: A Resolution declaring the intent of Luna County to issue industrial revenue bonds in an aggregate principal amount of up to \$427,000,000 in connection with a proposed project for a natural gas power generation facility to be located in Luna County, for the purpose of inducing Southern Power Company to acquire the project.** Commissioner Reedy motioned to approve Resolution 18-25, A Resolution declaring the intent of Luna County to issue industrial revenue bonds in an aggregate principal amount of up to \$427,000,000 in connection with a proposed project for a natural gas power generation facility to be located in Luna County, for the purpose of inducing Southern Power Company to acquire the project. Chair Smrkovsky seconded the motion, which carried unanimously following a roll call vote.

**ANNOUNCE NEXT MEETING:** Chair Smrkovsky announced a Special Meeting will be held on May 23, 2018 at 9:00 a.m. A Work Session will be held on June 14, 2018 at 9:00 a.m. followed by a Regular Meeting at 10:00 a.m.

**ADJOURN:** Upon a motion made by Commissioner Reedy and a second made by Chair Smrkovsky the meeting was adjourned at 10:45 a.m.

**ATTEST:**

**LUNA COUNTY BOARD OF COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
**ANDREA RODRIGUEZ, LUNA COUNTY CLERK**

\_\_\_\_\_  
**BARBARA L. REEDY, DISTRICT 1**

**APPROVED:** \_\_\_\_\_

\_\_\_\_\_  
**LINDA M. SMRKOVSKY, DISTRICT 2**

\_\_\_\_\_  
**JOHN S. SWEETSER, DISTRICT 3**

**MINUTES  
SPECIAL MEETING  
LUNA COUNTY BOARD OF COUNTY  
COMMISSIONERS  
Wednesday, May 23, 2018**

**BE IT REMEMBERED** that the Luna County Board of County Commissioners met in Special Session at 9:00 a.m. on Wednesday, May 23, 2018 in the County Commission Chambers of the Luna County Courthouse, Deming, New Mexico, for the purpose of conducting any and all business to come properly before the Board.

**The following staff and elected officials were present:** Manager Ira Pearson, Assistant Manager Glory Juarez, Administrative Assistant Yossie Nieblas, Attorney Charles K Kretek, Clerk Andrea Rodriguez, Chief Deputy Clerk Berenda McWright, Treasurer Gloria Rodriguez, Chief Deputy Treasurer Dora Madrid, Chief Appraiser Michelle Holguin, Special Projects and Facilities Management Director Billy Ruiz, Sheriff's Department Executive Secretary Estella Ortiz, Captain Michael Brown, Dispatch Director Lauree Sanchez, Roads Director Martin Miller, Equipment Operator/Co-Roads Supervisor Mike Hatch, Community Development Director Jessica Etcheverry, and Budget and Procurement Director Joanne Hethcox.

**CALL TO ORDER:** Chair Smrkovsky called the meeting to order at 9:00a.m. and led the Pledge of Allegiance and the salute to the flag of the State of New Mexico.

**ROLL CALL:** Chief Deputy Clerk Berenda McWright called roll. The following members of the Board constituting a quorum were present:

**Barbara L. Reedy, District 1  
Linda M. Smrkovsky, Chair, District 2  
John S. Sweetser, District 3**

**PUBLIC COMMENT:** Chair Smrkovsky opened floor for public comment to which none was forthcoming.

**NEW BUSINESS:**

**RESOLUTION 18-26 APPROVING THE 2018-2019 PRELIMINARY FISCAL BUDGET:** County Manager Ira Pearson presented the Preliminary Budget and reviewed the expenses and revenues with the board. After much discussion and review, the board suggested an amendment to line item 401-00-2491 Commissioner Expense with a budgeted amount of \$17,500. They decided to move \$15,500 to 401-01-2205 Special Projects and leave a budgeted balance of \$2,500 in the Commissioner Expense line item. Commissioner Reedy motioned to adopt Resolution 18-26 approving the 2018-2019 Preliminary Fiscal Budget with the amendment presented. The motion was seconded by Commissioner Sweetser and approved unanimously following a roll call vote.

**ADJOURN:** Upon a motion by Commissioner Sweetser and a second by Commissioner Reedy the meeting was adjourned at 10:50am.

**ATTEST:  
COUNTY COMMISSIONERS**

**LUNA COUNTY BOARD OF**

\_\_\_\_\_  
**Andrea Rodriguez, Luna County Clerk**

\_\_\_\_\_  
**Barbara L. Reedy, District 1**

**Approved:** \_\_\_\_\_

\_\_\_\_\_  
**Chair, Linda M. Smrkovsky, District 2**

\_\_\_\_\_  
**John S. Sweetser, District 3**

# Indigent Hospital Claims Office

**Ira T. Pearson, County Manager**

IHC Board Meeting June 14, 2018

Month	Number	Amount	Number	Denied
January	7	\$1,844.07	0	\$0.00
Feburary	0	\$0.00		
March	8	\$2,404.52		
April	22	\$17,234.79		
May	3	\$4,534.91		
June	0	\$0.00		
July	0	\$0.00		
August	0	\$0.00		
September	0	\$0.00		
October	0	\$0.00		
November	0	\$0.00		
December	0	\$0.00		
Total	40	\$26,018.29	0	\$0.00
This Month's Total	Mimbres Memorial Hospital			\$4,265.20
This Month's Total	Gila Regional Medical Center			\$0.00
This Month's Total	Memorial Medical Center			\$0.00
This Month's Total	Deming Fire Dept./EMS			\$0.00
This Month's Total	All Other Services			\$269.71
Total				\$4,534.91
Year to Date Total	Mimbres Memorial Hospital			\$25,140.30
Year to Date Total	All Other Hospitals			\$0.00
Year to Date Total	Deming Fire Dept./EMS			\$0.00
Year to Date Total	All Other Services			\$877.99
Total				\$26,018.29
Care of Prisoners This Month - Not including SNCP Funds				\$81,128.42
Care of Prisoners Year to Date Indigent - Not including SNCP Funds				\$275,565.46
Care of Prisoners Year to Date Inmate Prescriptions/OTC Meds				\$12,848.05
Care of Prisoners Year to Date Dr. Bills				\$5,311.38
Total Cost of Care of Prisoners Year to Date				\$293,724.89
Monies Received for May 2018				\$77,229.58
Balance in IHC Fund as of May 31, 2018				\$874,124.02
Encumbrances as of May , 2018				\$147,565.01
		Date	Amount Approved	Amount Denied
	Signatures	6/14/2018	\$4,534.91	\$0.00
Barbara L. Reedy				
Linda M. Smrkovsky				
John S. Sweetser				

**June 14, 2018**

[illegible]

LCBCC Meeting June 14<sup>th</sup>, 2018  
Accounts Payable

05/02/2018	\$107,302.73
05/02/2018	\$8,240.05
05/02/2018	\$3,273.45
05/10/2018	\$67,283.72
05/10/2018	\$10,409.95
05/10/2018	\$9,266.38
05/15/2018	\$7,700.00
05/16/2018	\$154,907.22
05/16/2018	\$15,448.14
05/16/2018	\$6,402.35
05/24/2018	\$87,201.52
05/24/2018	\$4,754.98
05/24/2018	\$4,441.05
05/31/2018	\$336,719.24
05/31/2018	\$5,645.91
05/31/2018	\$6,046.12
05/31/2018	\$53,846.24

P-Cards

April 2018	\$172,847.13
------------	--------------

Total \$ 1,061,736.18



*Luna County*  
*Board of County Commissioners*

**AGENDA 06/14/2018**

**PAYROLL**

05/11/2018	Register # 20180020	\$503,702.94
05/11/2018	*Register # 20180021	\$4,097.87
05/25/2018	Register # 20180022	\$503,551.30
05/25/2018	*Register # 20180023	\$3,557.23
05/25/2018	*Register # 20180024	\$3,046.71

**Total \$1,017,956.05**

\* Special

**LUNA COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**RESOLUTION NO. 18-27**  
**Proposed Inter/Intra Fund Budget Increases**

**WHEREAS**, the Luna County Board of County Commissioners has the statutory authority to approve, modify and amend the County's annual operating budget; and

**WHEREAS**, development of an annual budget includes a considerable amount of professional guessing about events that may occur in the future; and

**WHEREAS**, during the course of the budget year actual events can result in receiving revenues or making expenditures that were not expected at the time the budget was prepared and adopted; and

**WHEREAS**, it is necessary to adjust the County's adopted budget to properly provide for these unexpected events.

**NOW THEREFORE BE IT RESOLVED** that the Luna County Board of County Commissioners hereby adopts the changes to the County's Fiscal Year 106, July 1, 2017 through June 30, 2018 Budget proposed by the County's management staff and attached hereto in spreadsheet form, as amendments to the previously adopted operating budget.

**PASSED, APPROVED AND ADOPTED THIS 14<sup>th</sup> DAY OF JUNE, 2018.**

LUNA COUNTY

---

Chairperson

ATTEST:

---

Andrea Rodriguez, Luna County Clerk

Be it remembered that at a Regular meeting of the Luna County Board of County Commissioners in Deming NM on the 14th day of June, 2018, the following budget adjustments are proposed and entered of record.

SCHEDULE OF BUDGET ADJUSTMENTS				Budget Resolution Number 18-27 Proposed Inter/Intra FUND Budget Increase					Entity Code DFA Resolution Number	
ITEM NO	Adjustment Type	Fund/DFA Fund	Dept.	From	Amount	To	Amount	Purpose	Approved Budget Balance	Adjusted Budget Balance
One	Increase	428/218	CASA	428/218	\$ (500.00)	428-77-1629 (Revenue) Other Revenue Sources	\$ (500.00)	To include additional funding for volunteer training and support efforts.	\$ (526.00)	\$ (1,026.00)
					\$ 500.00	428-54-2010 Mileage/Per Diem	\$ 500.00	To allow for spending of additional funding for volunteer training and support efforts.	\$ 21,506.81	\$ 22,006.81
Two	Increase	415/218	Partnerships for Success II /YPAC	415/218	\$ (500.00)	415-77-1329 (Revenue) Partnerships for Success II Grant	\$ (500.00)	Program was awarded additional funding for conducting surveys in the community.	\$ (10,000.00)	\$ (10,500.00)
					\$ 500.00	415-53-2020 Supplies	\$ 500.00	To allow for spending of additional funding for conducting surveys in the community.	\$ 12,327.56	\$ 12,827.56
Three	Increase	421/218	Domestic Violence Shelter	421/218	\$ (3,222.00)	421-77-1628 (Revenue) FEMA Grant	\$ (3,222.00)	Program was awarded additional funding for shelter supplies.	\$ (7,000.00)	\$ (10,222.00)
					\$ 3,222.00	421-00-2020 Supplies	\$ 3,222.00	To allow for spending of additional funding for shelter supplies.	\$ 19,644.49	\$ 22,866.49
Four	Increase	421/218	Domestic Violence Shelter	421/218	\$ (2,590.00)	421-77-1620 (Revenue) Victims of Crimes Act	\$ (2,590.00)	To adjust budget for actual grant award changes.	\$ (39,295.00)	\$ (41,885.00)
					\$ 2,590.00	421-00-2010 Mileage/Per Diem	\$ 2,590.00	To allow for spending of additional funding from grant award.	\$ 11,252.00	\$ 13,842.00
Five	Increase	401/101	General Fund - Assessors Office	401/101	\$ 96,614.74	401-06-2002 Salaries - Full-Time	\$ 60,821.02	To adjust budget for salaries and benefits that were not added into final budget calculations.	\$ 217,997.00	\$ 278,818.02
						401-06-2060 Match - Medicare 1.45%	\$ 881.90	To adjust budget for salaries and benefits that were not added into final budget calculations.	\$ 4,873.20	\$ 5,755.10
						401-06-2063 Match - PERA 16.42%	\$ 9,986.81	To adjust budget for salaries and benefits that were not added into final budget calculations.	\$ 55,184.83	\$ 65,171.64
						401-06-2064 Match - FICA 6.2%	\$ 3,770.91	To adjust budget for salaries and benefits that were not added into final budget calculations.	\$ 20,837.15	\$ 24,608.06
						401-06-2065 Match - Group Insurance	\$ 19,919.28	To adjust budget for salaries and benefits that were not added into final budget calculations.	\$ 107,513.66	\$ 127,432.94
						401-06-2066 Workers' Compensation Assmnt	\$ 18.40	To adjust budget for salaries and benefits that were not added into final budget calculations.	\$ 101.20	\$ 119.60

ITEM NO	Adjustment Type	Fund/DFA Fund	Dept.	From	Amount	To	Amount	Purpose	Approved Budget Balance	Adjusted Budget Balance
						401-06-2070 Match - RHCA 2.0%	\$ 1,216.42	To adjust budget for salaries and benefits that were not added into final budget calculations.	\$ 6,721.66	\$ 7,938.08
					\$ 96,614.74		\$ 96,614.74		\$ 421,138.56	\$ 517,753.30

*NOW, THEREFORE, it is respectfully requested that the Luna County Commissioners, authorize the above adjustments to the Luna County Budget.*

Done at Deming New Mexico this **Thursday the 14th day of June, 2018.**

LUNA COUNTY BOARD OF COUNTY COMMISSIONERS

Barbara L Reedy, District 1

Linda M. Smrkovsky, District 2

John S. Sweetser, District 3



ATTEST:

Andrea Rodriguez, Luna County Clerk

Entered By:

Date

Checked By:

Date

**LUNA COUNTY BOARD OF COUNTY  
COMMISSIONERS**

**RESOLUTION NO. 18-28**  
**Proposed Intra/Inter Department Transfers**

**WHEREAS**, the Luna County Board of County Commissioners has the statutory authority to approve, modify and amend the County's annual operating budget; and

**WHEREAS**, development of an annual budget includes a considerable amount of professional guessing about events that may occur in the future; and

**WHEREAS**, during the course of the budget year actual events can result in receiving revenues or making expenditures that were not expected at the time the budget was prepared and adopted; and

**WHEREAS**, it is necessary to adjust the County's adopted budget to properly provide for these unexpected events.

**NOW THEREFORE BE IT RESOLVED** that the Luna County Board of County Commissioners hereby adopts the changes to the County's Fiscal Year 106, July 1, 2017 through June 30, 2018 Budget proposed by the County's management staff and attached hereto in spreadsheet form, as amendments to the previously adopted operating budget.

**PASSED, APPROVED AND ADOPTED THIS 14<sup>th</sup> DAY OF JUNE, 2018.**

LUNA COUNTY

---

Chairperson

ATTEST:

---

Andrea Rodriguez, Luna County Clerk

Be it remembered that at a Regular meeting of the Luna County Board of County Commissioners in Deming NM on the 14th day of June, 2018 the following budget adjustments are proposed and entered of record.

## Budget Resolution Number 18-28

### Proposed Intra/Inter Department Transfer

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	FROM Current Balance	Transfer amount	TO Line Number	Transfer Amount	Purpose
One	Transfer	401/101	General Fund - Commission	401-00-2008 Printing and Publishing	\$2,963.67	\$200.00	401-00-2006 Postage	\$200.00	To allow for spending through remainder of fiscal year.
Two	Transfer	401/101	General Fund - Commission	401-00-2101 Professional/Contract Services	\$27,275.84	\$17,843.47	401-00-2180 Prior Year Auditor Adjustment	\$17,843.47	To adjust for prior years' audit adjustments per auditor.
Three	Transfer	401/101	General Fund - Sheriff's	401-08-2074 Tort Liability	\$23,901.97	\$3,500.00	401-08-2012 Equip/Supplies/ Mtn/Repairs	\$3,500.00	To allow for spending through remainder of fiscal year.
Four	Transfer	401/101	General Fund - Planning Department	401-14-2026 Mapping	\$13,480.13	\$1,500.00	401-14-2011 Vehicle Expense	\$1,500.00	To allow for spending through remainder of fiscal year.
Five	Transfer	408/223	DWI - Distribution	408-51-2101 Professional/ Contract Services	\$8,850.00	\$4,630.04	408-51-2010 Mileage/Per Diem	\$1,000.00	To allow for spending through remainder of fiscal year.
							408-51-2065 Match - Group Insurance	\$3,630.04	To allow for spending through remainder of fiscal year.
Six	Transfer	415/218	Juvenile Field Services	415-13-2275 Funding - After School Programs	\$9,782.34	\$2,945.00	415-13-2002 Salaries - Full-Time	\$2,384.00	To allow for spending through remainder of fiscal year.
							415-13-2063 Match - PERA 16.42%	\$488.00	To allow for spending through remainder of fiscal year.
							415-13-2070 Match - RHCA - 2.0%	\$73.00	To allow for spending through remainder of fiscal year.
Seven	Transfer	415/218	Juvenile Field Services	415-13-2275 Funding - After School Programs	\$6,837.34	\$205.11	415-13-2101 Professional/ Contract Services	\$205.11	To allow for spending through remainder of fiscal year.
Eight	Transfer	415/218	Parents As Teachers Program	415-52-2101 Professional/ Contract Services	\$7,000.00	\$7,000.00	415-52-2065 Match - Group Insurance	\$8,500.00	To allow for spending through remainder of fiscal year.
				415-52-2002 Salaries - Full-Time	\$25,125.04	\$2,600.00	415-52-2010 Mileage/Per Diem	\$1,100.00	To allow for spending through remainder of fiscal year.
Nine	Transfer	415/218	PAT - Hidalgo County	415-57-2020 Supplies	\$12,647.92	\$1,375.00	415-57-2060 Match - Medicare 1.45%	\$320.00	To allow for spending through remainder of fiscal year.
							415-57-2064 Match - FICA 6.2%	\$1,055.00	To allow for spending through remainder of fiscal year.

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	FROM Current Balance	Transfer amount	TO Line Number	Transfer Amount	Purpose
Ten	Transfer	415/218	AIM Program	415-59-2010 Mileage/Per Diem	\$958.66	\$958.66	415-59-2003 Salaries - Part-Time	\$1,400.00	To allow for spending through remainder of fiscal year.
				415-59-2020 Supplies	\$563.71	\$553.34	415-59-2060 Match - Medicare 1.45%	\$22.00	To allow for spending through remainder of fiscal year.
							415-59-2064 Match - FICA 6.2%	\$90.00	To allow for spending through remainder of fiscal year.
Eleven	Transfer	421/218	Domestic Violence Shelter	421-00-2003 Salaries - Part-Time	\$11,755.12	\$12.42	421-00-2066 Workers' Compensation Assmnt	\$12.42	To allow for spending through remainder of fiscal year.
Twelve	Transfer	428/218	CASA	428-54-2010 Mileage/Per Diem	\$910.93	\$42.66	428-54-2008 Printing & Publishing	\$42.66	To allow for spending through remainder of fiscal year.
Thirteen	Transfer	609/226	Adult Detention	609-21-2004 Salaries - Holiday Pay	\$21,910.28	\$10,000.00	609-21-2005 Salaries - Overtime	\$10,000.00	To allow for spending through remainder of fiscal year.
Fourteen	Transfer	609/226	Adult Detention	609-21-2008 Printing & Publishing	\$2,439.56	\$1,500.00	609-21-2116 Department Uniforms	\$1,000.00	To allow for spending through remainder of fiscal year.
							609-21-2174 Pre-Employment Physicals	\$500.00	To allow for spending through remainder of fiscal year.
Fifteen	Transfer	801/500	Entertainment Complex	801-80-2108 Film Rental Payments	\$8,066.43	\$4,100.00	801-80-2069 Membership Dues/ Subscriptions	\$100.00	To allow for spending through remainder of fiscal year.
							801-80-2101 Professional/ Contract Services	\$4,000.00	To allow for spending through remainder of fiscal year.
Sixteen	Transfer	415/218	Success With Adolescent Goals	415-68-2020 Supplies	\$25,301.72	\$7,000.00	415-68-2003 Salaries - Part-Time	\$6,502.55	To allow for spending through remainder of fiscal year.
							415-68-2060 Match - Medicare 1.45%	\$94.29	To allow for spending through remainder of fiscal year.
							415-68-2064 Match - FICA 6.2%	\$403.16	To allow for spending through remainder of fiscal year.
Sixteen	Transfer	401/101	General Fund - Data Processing	401-09-2063 Match - PERA 16.42%	\$9,474.19	\$1,700.00	401-14-2063 Match - PERA 16.42%	\$1,700.00	To correct line items for employee benefits due to PTO not being split between departments.
				401-09-2065 Match - Group Insurance	\$12,668.95	\$6,100.00	401-14-2065 Match - Group Insurance	\$6,100.00	To correct line items for employee benefits due to PTO not being split between departments.
				401-09-2070 Match - RHCA 2.0%	\$1,163.80	\$300.00	401-09-2070 Match - RHCA 2.0%	\$300.00	To correct line items for employee benefits due to PTO not being split between departments.

ITEM NO	Adjustment Type	Fund/ DFA Fund	Dept.	From	<i>FROM Current Balance</i>	Transfer amount	TO Line Number	Transfer Amount	Purpose
Seventeen	Transfer	401/101	General Fund	401 - Cash Reserves	\$4,247,444.80	\$35,000.00	415 - Cash Reserves	\$35,000.00	To allow for spending through remainder of fiscal year for Parents As Teachers Program due to funding reduction.
Eighteen	Transfer	505/402	GRT 1/8 Judicial Complex	505 - Cash Reserves	\$945,876.62	\$70,000.00	416 - Cash Reserves	\$70,000.00	To allow for spending of unrestricted funds for projects recommended by the LC Finance Committee.
		510/402	LCDC Addition - 3/8 GRT	510 - Cash Reserves	\$2,522,561.70	\$40,000.00	416 - Cash Reserves	\$40,000.00	To allow for spending of unrestricted funds for projects recommended by the LC Finance Committee.
					\$7,948,960.72	\$219,065.70		\$219,065.70	

NOW, THEREFORE, it is respectfully requested that the Luna County Commissioners, authorize the above adjustments to the Luna County Budget.

Done at Deming New Mexico this **Thursday the 14th day of June, 2018.**

LUNA COUNTY BOARD OF COUNTY COMMISSIONERS

Barbara L. Reedy, District 1

Linda M. Smrkovsky, District 2

John S. Sweetser, District 3



ATTEST:

Andrea Rodriguez, Luna County Clerk

Entered By:

Date

Checked By:

Date



Be it remembered that at a regular meeting of the Luna County Board of County Commissioners in Deming, New Mexico, on the 14<sup>th</sup> day of June 2018, the following proceedings were had and entered of record.

RESOLUTION #18-29

Luna County CAP Project

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM  
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION  
WHEREAS, Luna County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$722,687.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$542,015.00.

And

- b. Luna County's proportional matching share shall be 25% or \$180,672.00

TOTAL PROJECT COST IS \$722,687.00

Luna County shall pay all costs, which exceed the total amount of \$722,687.00.

NOW therefore, be it resolved in official session that Luna County determines, resolves and orders as follows:

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

This agreement terminates on December 31, 2019 and Luna County 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 Luna County to enter into County Arterial Agreement Project Number CAP-1-19 (452), Control Number HW2 L100392 with the

New Mexico Department of Transportation for LGRF Project for year 2018-2019, to "Compact subgrade & base course, apply 2" of Nova chip, fill cracks/pot holes to improve skid resistance, conform shoulders back to original condition, clean ROW, improve drainage and apply safety striping and signage- South from Hwy 418 SW on **Hermanas Road SW** 3.5 miles to EOP, then south on **Hermanas Road SW** to POB at Yuma Road SW then south 4.5 miles to Camino Doce Road SW to EOP, within the control of Luna County in Deming/Luna County, New Mexico.

Done in Deming, New Mexico this 14th day of June 2018.

Luna County Board of Commissioners

---

Linda M. Smrkovsky, Chairman      Date

---

John S. Sweetser, Member              Date

---

Barbara L. Reedy, Member              Date

Be it remembered that at a regular meeting of the Luna County Board of County Commissioners in Deming, New Mexico, on the 14<sup>th</sup> day of June 2018, the following proceedings were had and entered of record.

RESOLUTION #18-30

Luna County SB Project

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM  
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION  
WHEREAS, Luna County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$345,243.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$258,932.00.

And

- b. Luna County's proportional matching share shall be 25% or \$86,311.00

TOTAL PROJECT COST IS \$345,243.00

Luna County shall pay all costs, which exceed the total amount of \$345,243.00.

NOW therefore, be it resolved in official session that Luna County determines, resolves and orders as follows:

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

This agreement terminates on December 31, 2019 and Luna County 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 Luna County to enter into County Arterial Agreement Project Number SB-7729 (931) 19, Control Number HW2 L100387 with

the New Mexico Department of Transportation for LGRF Project for year 2018-2019, to "Compact subgrade & base course, apply 2" of Nova chip, fill cracks/pot holes to improve skid resistance, conform shoulders back to original condition, clean ROW, improve drainage and apply safety striping and signage-on **Hermanas Road SW** from Coyote Road SW (POB) south 1.5 miles to EOP and then to POB on **Hermanas Road SW** and Palo Verde Road SW south 1.25 miles to EOP, within the control of Luna County in Deming/Luna County, New Mexico.

Done in Deming, New Mexico this 14th day of June 2018.

Luna County Board of Commissioners

---

Linda M. Smrkovsky, Chairman      Date

---

John S. Sweetser, Member              Date

---

Barbara L. Reedy, Member              Date

Be it remembered that at a regular meeting of the Luna County Board of County Commissioners in Deming, New Mexico, on the 14<sup>th</sup> day of June 2018, the following proceedings were had and entered of record.

RESOLUTION #18-31

Luna County SP (COOP) Project

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM  
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION  
WHEREAS, Luna County and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$248,197.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$186,148.00.

And

- b. Luna County's proportional matching share shall be 25% or \$62,049.00

TOTAL PROJECT COST IS \$248,197.00

Luna County shall pay all costs, which exceed the total amount of \$248,197.00.

NOW therefore, be it resolved in official session that Luna County determines, resolves and orders as follows:

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

This agreement terminates on December 31, 2019 and Luna County 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 Luna County to enter into County Arterial Agreement Project Number SP-1-19 (953), Control Number HW2 L100353 with the

New Mexico Department of Transportation for LGRF Project for year 2018-2019, to "Compact subgrade & base course, apply 2" of Nova chip, fill cracks/pot holes to improve skid resistance, conform shoulders back to original condition, clean ROW, improve drainage and apply safety striping and signage"- on **Hermanas Road SW** from HWY 418 SW south on **Hermanas Road SW** 5 miles to POB, then south 1.5 miles to EOP; plus upgrade right and left turning radii at Sunshine Road SW and Hermanas Road SW, within the control of Luna County in Deming/Luna County, New Mexico.

Done in Deming, New Mexico this 14th day of June 2018.

Luna County Board of Commissioners

---

Linda M. Smrkovsky, Chairman      Date

---

John S. Sweetser, Member              Date

---

Barbara L. Reedy, Member              Date

**LUNA COUNTY RESOLUTION NO. RESOLUTION 18-32**  
**VILLAGE OF COLUMBUS RESOLUTION NO. \_\_\_\_\_**

**LUNA COUNTY AND VILLAGE OF COLUMBUS MULTI SERVICES AGREEMENT**  
**(July 1, 2018 through June 30, 2019)**

1. For negotiating and continuing rural transportation services for Columbus residents through the Corre Caminos program, the Village agrees to pay the County as follows to ensure the negotiation for and availability of these services to Village residents living in the vicinity of the Village of Columbus. The Village serving as the nearest delivery point for these services.

Continuing Rural Transit	\$10,000.00
--------------------------	-------------

2. Luna County Sheriff's Department provides law enforcement within the incorporated limits of the Village of Columbus. The Village of Columbus will provide funding to Luna County to offset expenses for law enforcement services.

Law Enforcement Services	\$20,000.00
--------------------------	-------------

Luna County will also receive Law Enforcement Protection Funds as granted by the State of New Mexico for law enforcement services in the Village of Columbus.

<b>TOTAL</b>	<b>\$30,000.00</b>
--------------	--------------------

3. For volunteer fire protection, volunteer EMS, landfill, and library services, the County agrees to pay the Village of Columbus as follows to ensure the availability of these services to county residents living in the vicinity of the Village of Columbus. The Village serving as the nearest delivery point for these services:

Volunteer Fire Program	\$20,000.00
------------------------	-------------

(for operational expenses only – no salaries)

Volunteer EMS Program	\$20,000.00
-----------------------	-------------

(for operational expenses only – no salaries)

Recreation (swimming pool)	\$8,000.00
----------------------------	------------

Library	\$8,000.00
---------	------------

Landfill	\$8,000.00
----------	------------

<b>TOTAL</b>	<b>\$64,000.00</b>
--------------	--------------------

4. To measure the effectiveness of the funding, quarterly reports will be submitted to Luna County by the Village of Columbus and will include the following information:

Volunteer Fire & EMS Programs: Call volume to include number of responses to fires, number of responses to rescue & emergency medical service incidents, number of responses to hazardous conditions and false alarms/calls.

Recreation: Number of days the Village Swimming Pool was opened during the funding period and number of residents that used the pool broken out by adults and youth.

Library: Number of residents using the library during the previous quarter broken out by adults and youth.

Landfill: Number of tons of waste collected during the previous quarter and number of vehicles that dumped at the landfill. If any recycling is done at the landfill, the type of material collected and the pounds of waste diverted from the landfill to the Deming-Luna County Recycle Center. Number of community cleanups held during the previous quarter and the amount of litter collected in pounds.

Quarterly reports are due by the 15<sup>th</sup> of the month following the end of the quarter.

5. To measure the accuracy of the payments submitted by Luna County to the Village of Columbus, Luna County will require copies of invoices for expenditures directly related to each of the above mentioned functions. Furthermore, the Village of Columbus will invoice Luna County on a quarterly basis for 25% of expenditures associated with the above programs. Quarterly invoices are due by the 15<sup>th</sup> of the month following the end of the quarter.

DONE AT LUNA COUNTY, NEW MEXICO  
on the 14<sup>th</sup> day of June, 2018

VILLAGE OF COLUMBUS

LUNA COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Linda M. Smrkovsky, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Village of Columbus Clerk

\_\_\_\_\_  
Andrea Rodriguez, County Clerk





## **Proclamation**

Luna County, NM

WHEREAS, the Continental Divide Trail, recognized as the King of Trails, stretches 3100 miles along the backbone of America from Mexico to Canada and provides access to some of the most wild and scenic places left in the world; and

WHEREAS, the Continental Divide Trail passes through Luna County; and

WHEREAS, the County of Luna and Continental Divide Trail Coalition recognize that communities along the Continental Divide Trail are important partners for the sustainability of the Trail; and

WHEREAS, the County of Luna and Continental Divide Trail Coalition further recognize that Luna County provides important access to the Continental Divide Trail for nearby citizens, thousands of regional visitors, and long-distance hikers; and

WHEREAS, the County of Luna has applied for and received designation from the Continental Divide Trail Coalition as a Continental Divide Trail Gateway Community; and

WHEREAS, this designation will act as a catalyst for enhancing economic development, engaging Luna County area citizens as Trail visitors and stewards, and helping community members see the Trail as a resource and asset.

NOW, THEREFORE, the County of Luna and Continental Divide Trail Coalition do hereby proclaim Luna County as a Continental Divide Trail Gateway Community, and urge all Luna County area citizens to support the Trail through appropriate programs, activities, celebrations, and hospitality for its visitors.

IN WITNESS THEREOF, we have hereunto set our hands this 14<sup>th</sup> day of June, 2018.

---

Linda M. Smrkovsky, Chair

RECEIVED

MAY 14 2018

Luna County  
Administration Office

New Mexico Feeding Co., Inc.

PO Box 661

Deming, NM 88031

Office (575) 546-2651

Fax (575) 546-2652

May 8, 2018

Luna County Managers Office  
Ira Pearson  
700 South Silver Ave.  
Deming, NM 88030

Subject: Certification of Feedlot status and exemption from Special Tax Assessment for the predator control program.

I hereby re-certify that New Mexico Feeding Co. is a feedlot in a confined area where cattle are fattened on full feed for slaughter. The monthly average head count of the beef cattle on feed as of this date is 658 head. These cattle are on the tax rolls, but should be exempt from the predator control special tax assessment due to the nature of this operation and confined feeding.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Asa Porter', with a long horizontal flourish extending to the right.

Asa Porter

President

STATE OF NEW MEXICO  
**COUNTY OF LUNA**

700 SOUTH SILVER AVENUE  
P.O. DRAWER 551 DEMING, NEW MEXICO 88031-0551  
(575) 546-0494 FAX (575) 546-4708



To: Luna County Board of County Commissioners  
CC: Ira T. Pearson, County Manager

From:  Joanne C. Hethcox, Budget and Procurement Director

Date: Thursday, June 14, 2018

Subject: Removal of Assets

Luna County conducted an annual physical inventory of equipment the attached list are assets which are obsolete or are no longer usable and are hereby requested to be removed from our fixed assets schedules.

SEE ATTACHED LIST

ATTEST:

Approved by the Luna County  
Board of County Commissioners  
Date: June 14, 2018

\_\_\_\_\_  
Andrea Rodriguez, Luna County Clerk

By \_\_\_\_\_  
Linda M. Smrkovsky, Chairperson

“Luna County Government exists to provide structure and order to enable the people to address their common need for safety, wellness and community development.”

STATE OF NEW MEXICO  
**COUNTY OF LUNA**

700 SOUTH SILVER AVENUE  
P.O. DRAWER 551 DEMING, NEW MEXICO 88031-0551  
(575) 546-0494 FAX (575) 546-4708



To: Luna County Board of County Commissioners  
CC: Ira T. Pearson, County Manager  
  
From: Joanne C. Hethcox, Budget and Procurement Director  
  
Date: Thursday, June 14, 2018  
  
Subject: Certification of Assets

Luna County conducted an annual physical inventory of equipment on the attached list per §12-6-10 NMSA 1978 and the New Mexico 2018 Audit Rule §2.2.2.10 W(2) and hereby certify such assets with a cost over \$5,000.00.

SEE ATTACHED LIST

ATTEST:

Approved by the Luna County  
Board of County Commissioners  
Date: June 14, 2018

\_\_\_\_\_  
Andrea Rodriguez, Luna County Clerk

By \_\_\_\_\_  
Linda M. Smrkovsky, Chairperson

“Luna County Government exists to provide structure and order to enable the people to address their common need for safety, wellness and community development.”

STATE OF NEW MEXICO

# COUNTY OF LUNA

700 SOUTH SILVER AVENUE  
P.O. DRAWER 551 DEMING, NEW MEXICO 88031-0551  
PHONE: (575) 543-6574 FAX (575) 543-6577



June 11, 2018

To the Luna County Board of County Commissioners:

The Evaluation Committee has met and evaluations have been tabulated for RFP #106-02 for LCDC Food and Commissary Services beginning July 1, 2018. The following recommendation for contract award is:

Summit Food Service, LLC  
POC: Marlin C. Sejnoha Jr., President & CEO  
500 East 52<sup>nd</sup> Street North  
Sioux Falls, SD 57104  
Phone: 605-335-0825  
Cell: 605-310-4950

Respectfully Submitted by:

  
Joanne C. Hethcox, CPPO, CPO

ATTEST:

Approved:

\_\_\_\_\_  
Andrea Rodriguez, Luna County Clerk

\_\_\_\_\_  
Chairperson

# LCDC Food and Commissary Services

RFP# 106-02

Weighting:	Food Services:	100	Commissary Services:	100	Total:	200	
# Offerors:		Firm A	Firm B	Firm C	Firm D	Firm E	Firm F
		Aramark	Summitt Foods	Trinity Food Services			
Criteria:	# of Points/Rater						
<b>Food Services:</b>							
Domestrated Experience	25	100	95	100	0	0	0
Ability to Comply with ACA Standards & attain certification	5	20	20	20	0	0	0
Vendor References	5	19	20	19	0	0	0
Financial Stability	10	40	40	40	0	0	0
Development of Operating Plan	20	75	70	73	0	0	0
Services & Menu Quality	20	80	80	73	0	0	0
Price Per Meal Proposed	15	37	49	60	0	0	0
	100	371	374	385	0	0	0
<b>Commissary Services:</b>							
Demonstrated Experience - Implementing & Operating Retail Sales Program	20	80	80	80	0	0	0
Past History & References	10	40	40	40	0	0	0
Emergency Preparedness Plan	10	36	33	33	0	0	0
Management Information System & Commissary Software	20	71	74	63	0	0	0
Operational Plan/Technological Solutions/Transition Schedule	20	75	69	45	0	0	0
Financial Return	20	76	70	75	0	0	0
	100	378	366	336	0	0	0
		749	740	721	0	0	0
**Resident Business up to 10 additional points**	10	0	10	0	0	0	0
**Resident Veterans' Preference - 20 additional points**	20	0	0	0	0	0	0
		749	750	721	0	0	0
Letter of Transmittal	Pass/Fail	Pass	Pass	Pass			
Campaign Contribution Disclosure Form	Pass/Fail	Pass	Pass	Pass			

Contract No.	
Vendor No.	0000054390
Project No.	SB-7729(931)19
Control No.	HW2 L100387

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **Luna County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Design, pavement rehabilitation / improvements and drainage improvements of County roads**, as described in Project No. **SB-7729(931)19**, Control No. **HW2 L100387**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the Parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **Three Hundred Forty Five Thousand Two Hundred Forty Three Two Dollars and Zero Cents (\$345,243.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%	<b>\$258,932.00</b>
<b>Design, pavement rehabilitation / improvements and drainage improvements of County roads</b>	

2. The Public Entity's required proportional matching Share shall be 25%	<b>\$ 86,311.00</b>
For purpose stated above	

3. Total Project Cost	<b>\$345,243.00</b>
-----------------------	---------------------

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Three Hundred Forty Five Thousand Two Hundred Forty Three Two Dollars and Zero Cents (\$345,243.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

### **3. The Department Shall:**

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

### **4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
  1. Utility Certification,
  2. Drainage and storm drain design,
  3. Geotechnical design,
  4. Pavement design,
  5. Environmental and archaeological clearances Certification,
  6. Right of-way acquisition Certification,
  7. Hazardous substance/waste site(s) contamination,
  8. Railroad Certification,
  9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works



Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

#### **5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

#### **6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

#### **7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.

- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

### **8. Third Party Beneficiary.**

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

### **9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

### **10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

### **11. Scope of Agreement.**

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

### **12. Terms of this Agreement.**

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

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

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

**15. Appropriations and Authorizations.**

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

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

**17. Severability.**

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

**18. Applicable Law.**

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

**19. Amendment.**

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**LUNA COUNTY**

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

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
County Clerk or Designee

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

\_\_\_\_\_

And completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT B**

**AS BUILT SUMMARY  
OF COSTS AND QUANTITIES**

		CONTRACT	
ENTITY:	_____	No.:	_____
PROJECT	_____	CN:	_____
No.:	_____		
TERMINI:	_____		
	_____		
SCOPE OF	_____		
WORK:	_____		
	_____		

[illegible]

Contract No.	
Vendor No.	0000054390
Project No.	SP-1-19(953)
Control No.	HW2 L100353

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **Luna County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Design, pavement rehabilitation / improvements and drainage improvements of County roads**, as described in Project No. **SP-1-19(953)**, Control No. **HW2 L100353**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the Parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **Two Hundred Forty Eight Thousand One Hundred Ninety Seven Dollars and Zero Cents (\$248,197.00)** to be funded in proportional share by the parties as follows:
  1. Department's share shall be 75% **\$186,148.00**  
**Design, pavement rehabilitation / improvements and drainage improvements of County roads**
  2. The Public Entity's required proportional matching  
 Share shall be 25% **\$ 62,049.00**  
 For purpose stated above
  3. Total Project Cost **\$248,197.00**
- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Two Hundred Forty Eight Thousand One Hundred Ninety Seven Dollars and Zero Cents (\$248,197.00)**.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.



### **3. The Department Shall:**

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

### **4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
  1. Utility Certification,
  2. Drainage and storm drain design,
  3. Geotechnical design,
  4. Pavement design,
  5. Environmental and archaeological clearances Certification,
  6. Right of-way acquisition Certification,
  7. Hazardous substance/waste site(s) contamination,
  8. Railroad Certification,
  9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of

Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

#### **5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

#### **6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

## **7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

## **8. Third Party Beneficiary.**

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

## **9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

## **10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

## **11. Scope of Agreement.**

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

**12. Terms of this Agreement.**

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

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

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

**15. Appropriations and Authorizations.**

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

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

**17. Severability.**

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

**18. Applicable Law.**

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

**19. Amendment.**

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**LUNA COUNTY**

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

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
County Clerk or Designee

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**EXHIBIT B**

**AS BUILT SUMMARY  
OF COSTS AND QUANTITIES**

		<b>CONTRACT</b>	
<b>ENTITY:</b>	_____	<b>No.:</b>	_____
<b>PROJECT</b>	_____	<b>CN:</b>	_____
<b>No.:</b>	_____		
<b>TERMINI:</b>	_____		
	_____		
<b>SCOPE OF</b>	_____		
<b>WORK:</b>	_____		
	_____		

[illegible]



Contract No.	
Vendor No.	0000054390
Project No.	CAP-1-19(452)
Control No.	HW2 L100392

## LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

**This Agreement** is between the **New Mexico Department of Transportation** (Department) and **Luna County** (Public Entity). This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2 and the State Transportation Commission Policy No. 44-12, the parties agree as follows:

### 1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Design, pavement rehabilitation / improvements, reconstruction and drainage improvements of County roads**, as described in Project No. **CAP-1-19(452)**, Control No. **HW2 L100392**, and the Public Entity's resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the Parties.

### 2. Project Funding.

- a. The estimated total cost for the Project is **Seven Hundred Twenty Two Thousand Six Hundred Eighty Seven Dollars and Zero Cents (\$722,687.00)** to be funded in proportional share by the parties as follows:

1. Department's share shall be 75%	<b>\$542,015.00</b>
<b>Design, pavement rehabilitation / improvements, reconstruction and drainage improvements of County roads</b>	

2. The Public Entity's required proportional matching Share shall be 25%	<b>\$180,672.00</b>
For purpose stated above	

3. Total Project Cost	<b>\$722,687.00</b>
-----------------------	---------------------

- b. The Public Entity shall pay all Project costs, which exceed the total amount of **Seven Hundred Twenty Two Thousand Six Hundred Eighty Seven Dollars and Zero Cents (\$722,687.00)**.

- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

### **3. The Department Shall:**

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a Notice of Award and Notice to Proceed; and,
- b. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2.
- c. All required documents must include Department Project and Control Number.

### **4. The Public Entity Shall:**

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances
- f. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
  1. Utility Certification,
  2. Drainage and storm drain design,
  3. Geotechnical design,
  4. Pavement design,
  5. Environmental and archaeological clearances Certification,
  6. Right of-way acquisition Certification,
  7. Hazardous substance/waste site(s) contamination,
  8. Railroad Certification,
  9. Intelligent Transportation System (ITS) Certification
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of

Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

#### **5. Both Parties Agree:**

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. That the provisions of the Local Government Road Fund Project Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

#### **6. Term.**

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2019**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) days prior to the expiration date to ensure timely processing of an Amendment.

## **7. Termination.**

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

## **8. Third Party Beneficiary.**

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

## **9. New Mexico Tort Claims Act.**

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*

## **10. Contractors Insurance Requirements.**

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

## **11. Scope of Agreement.**

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

**12. Terms of this Agreement.**

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

**13. Legal Compliance.**

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in in each contract and subcontract at all tiers.

**14. Equal Opportunity Compliance.**

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

**15. Appropriations and Authorizations.**

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

**16. Accountability of Receipts and Disbursements.**

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) days of written notification. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) days.

**17. Severability.**

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

**18. Applicable Law.**

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

**19. Amendment.**

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

**The remainder of this page is intentionally left blank.**

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

**NEW MEXICO DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

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

By: \_\_\_\_\_  
Assistant General Counsel

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

**LUNA COUNTY**

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

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

Title: \_\_\_\_\_

Attest: \_\_\_\_\_  
County Clerk or Designee

**EXHIBIT A**  
**PROJECT CERTIFICATION OF**  
**DESIGN, CONSTRUCTION, AND COST**

TO: New Mexico Department of Transportation  
District \_\_\_\_\_ LGRF Coordinator

Cooperative Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_  
Joint Powers Agreement No. \_\_\_\_\_ Control No. \_\_\_\_\_

Entity: \_\_\_\_\_

Scope of Work (Including Routes and Termini):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, the undersigned, in my capacity as \_\_\_\_\_ of \_\_\_\_\_  
state that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Local Government Road Fund Project Handbook (Current Edition);
2. Construction of the project was performed in accordance with standards and specifications set forth in:

And completed on \_\_\_\_\_, 20\_\_\_\_; and

3. That the total project cost of \_\_\_\_\_, with New Mexico Department of Transportation 75% share of \_\_\_\_\_ and the Public Entity share of \_\_\_\_\_ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title



**EXHIBIT B**

**AS BUILT SUMMARY  
OF COSTS AND QUANTITIES**

		CONTRACT	
ENTITY:	_____	No.:	_____
PROJECT	_____	CN:	_____
No.:	_____		
TERMINI:	_____		
	_____		
SCOPE OF	_____		
WORK:	_____		
	_____		

[illegible]