



City of Rio Communities Council Workshop
City Council Chambers - 360 Rio Communities Blvd
Rio Communities, NM 87002
Monday, September 26, 2022 3:00 PM
Agenda

Please silence all electronic devices.

Call to Order
Attendees

Agenda Items

- 1. Accounts payable report**
- 2. Approval of Purchase of Police Cruisers (Manager/Council)**
- 3. Resolution 2022- XX Participation in Capital Outlay Program - Plan, design of Goodman Ave (Manager/Council)**
- 4. Resolution 2022-XX - NMDOT (New Mexico Department of Transportation) Grant Agreement - Goodman Pavement Reconstruction - (Manager/Council)**
- 5. Fiber Service to City Hall - Approval (Manager/Council)**
- 6. Membership to AREA (Albuquerque Regional Economic Alliance) (Manager/Council)**
- 7. Purchase of Public Works Vehicle (Manager/Council)**
- 8. Reschedule the October 10, 2022 Workshop and City Council regular business meeting (Manager/Council)**
- 9. Schedule of Council Retreat & topics (Manager/Council)**

Public Comment: The Council will take public comments in written format. These should be emailed to admin@riocommunities.net through 2:00 PM on Monday, September 26, 2022. These comments will be distributed to all Councilors for review. ***If you wish to speak during the public comment session***, the Council will allow each member of the public to three (3) minutes to address the Council. Both the public and Council will follow rules of decorum. Give your name and where you live. The public will direct comments to the City Council. Comment(s) will not be disruptive or derogatory.

The Council will not take action or engage in discussion regarding the comments made or received, but when appropriate the matters raised may be referred to staff or others for further review. Both the public and Council will follow rules of decorum. Derogatory Comments or matters under litigation will not be allowed and any person or persons addressing the Council are liable for their own statements, not the Council. Statements are limited to a maximum of 3 minutes duration. Please give your name and where you live for the record.

Manager Report

- a) Police Department update**
- b) Receipt of Promotional items**
- c) Events in the City**

Council General Discussion & Future Agenda Items

Adjourn

Thank you - Joshua Ramsell Mayor of Rio Communities

Council may be attending the Economic Development Priorities Meeting held virtual in Rio Communities NM on September 21 starting 6:00 pm and the Public Taskforce meeting held virtual in Rio Communities NM on September 27 starting 6:00 pm; a possible quorum may be in attendance.

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

NOTE: THIS AGENDA IS SUBJECT TO REVISION UP TO 72 HOURS PRIOR TO THE SCHEDULED MEETING DATE AND TIME (NMSA 10-15-1 F). A COPY OF THE AGENDA MAY BE PICKED UP AT CITY HALL, 360 RIO COMMUNITIES BLVD, RIO COMMUNITIES, NM 87002. IF YOU ARE AN INDIVIDUAL WITH A DISABILITY WHO IS IN NEED OF A READER, AMPLIFIER, QUALIFIED SIGN LANGUAGE INTERPRETER OR ANY OTHER FORM OF AUXILIARY AND OR SERVICE TO ATTEND OR PARTICIPATE IN THE MEETING, PLEASE CONTACT THE MUNICIPAL CLERK AT 505-861-6803 AT LEAST ONE WEEK PRIOR TO THE MEETING OR AS SOON AS POSSIBLE.



Table with columns: Vendor Name, Payable Number, Post Date, Description (Item), Account Number, Amount. Includes sub-sections for various departments like 1001, 1009, 2002, 2004, 2008, 2014, and 5101.

Accounts Payable Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
T & T Trailer Sales, LLC	9694	09/21/2022	Trailer light pig tail	11000-5101-54050	133.59
Department 5101 - Public Works Total:					281.18
Fund 11000 - General Operating Fund Total:					32,804.84

Fund: 20100 - Corrections

Department: 0001 - No Department

Administrative Office of the Cou...	August 2022	09/21/2022	August 2022 Fees	20100-0001-21040	6.00
Municipal Court Judicial Educat...	INV0003597	09/21/2022	August 2022 Fees	20100-0001-21045	3.00
Department 0001 - No Department Total:					9.00
Fund 20100 - Corrections Total:					9.00

Fund: 20900 - Fire Protection

Department: 3002 - Fire Protection

Rentokil North America Inc.	26692620	09/21/2022	FD Pest Control	20900-3002-55030	130.36
Rentokil North America Inc.	26692766	09/21/2022	FD Pest Control	20900-3002-55030	129.07
Napa Auto Parts	469559	09/21/2022	Auto Supplies for Fire Dept	20900-3002-54040	36.92
Napa Auto Parts	469600	09/21/2022	Auto Supplies for Fire Dept	20900-3002-54040	15.99
Century Link	August 2022	09/21/2022	Telephone Services Fire Depart...	20900-3002-57160	75.84
everything2go.com LLC	EV229A65-INV	09/21/2022	Desk	20900-3002-56040	1,495.00
LN Curtis	INV629207	09/21/2022	x6 Bunker Gear	20900-3002-58020	924.00
TLC Plumbing & Utility Commer...	SM4345901	09/21/2022	FD HVAC Repairs	20900-3002-54050	281.23
TLC Plumbing & Utility Commer...	SM54203603	09/21/2022	Fire house HVAC Unit #4 New C...	20900-3002-54050	2,970.87
TLC Plumbing & Utility Commer...	SM54273901	09/21/2022	FD HVAC Repairs	20900-3002-54050	174.56
TLC Plumbing & Utility Commer...	SM54301201	09/21/2022	FD HVAC Repairs	20900-3002-54050	232.74
Sharp Electronics Corporation	9003936589	09/22/2022	SM-BNDLD Server Mngmt	20900-3002-55030	125.00
Sharp Electronics Corporation	9003936589	09/22/2022	Detect & Respond Server	20900-3002-55030	15.00
Sharp Electronics Corporation	9003936589	09/22/2022	Detect Respond Workstation	20900-3002-55030	108.00
Sharp Electronics Corporation	9003936589	09/22/2022	1TB-AD Continuity247	20900-3002-55030	279.00
Sharp Electronics Corporation	9003936589	09/22/2022	1TB-C1SER Continuity247	20900-3002-55030	369.00
Sharp Electronics Corporation	9003936589	09/22/2022	DMSD-BH Desktop Mgmt	20900-3002-55030	405.00
Sharp Electronics Corporation	9003964178	09/22/2022	Detect & Respond Server	20900-3002-55030	15.00
Sharp Electronics Corporation	9003964178	09/22/2022	Detect Respond Workstation	20900-3002-55030	108.00
Sharp Electronics Corporation	9003964178	09/22/2022	SM-BNDLD Server Mngmt	20900-3002-55030	125.00
Sharp Electronics Corporation	9003964178	09/22/2022	1TB-AD Continuity247	20900-3002-55030	279.00
Sharp Electronics Corporation	9003964178	09/22/2022	1TB-C1SER Continuity247	20900-3002-55030	369.00
Sharp Electronics Corporation	9003964178	09/22/2022	DMSD-BH Desktop Mgmt	20900-3002-55030	405.00
Sharp Electronics Corporation	9003964179	09/22/2022	FD Copies	20900-3002-57090	201.02
Department 3002 - Fire Protection Total:					9,269.60
Fund 20900 - Fire Protection Total:					9,269.60

Fund: 29700 - County EMS GRT

Department: 2002 - General Administration

Boundtree Medical	84694685	09/22/2022	Medical Supplies	29700-2002-56070	32.76
Department 2002 - General Administration Total:					32.76
Fund 29700 - County EMS GRT Total:					32.76

Fund: 39900 - Other Capital Projects

Department: 2002 - General Administration

Mld-Valley Doors, LLC. dba Toby..	15042	09/21/2022	Blanket PO Doors and Trim	39900-2002-54010	335.00
Department 2002 - General Administration Total:					335.00
Fund 39900 - Other Capital Projects Total:					335.00

Grand Total: 42,451.20

Report Summary

Fund Summary

Fund	Expense Amount
11000 - General Operating Fund	32,804.84
20100 - Corrections	9.00
20900 - Fire Protection	9,269.60
29700 - County EMS GRT	32.76
39900 - Other Capital Projects	335.00
Grand Total:	42,451.20

Account Summary

Account Number	Account Name	Expense Amount
11000-1001-53010	Travel - Elected Officials	179.60
11000-1009-56010	Software	808.50
11000-2002-55010	Contract - Audit	10,775.00
11000-2002-55030	Contract - Professional Se...	448.42
11000-2002-56010	Software	613.28
11000-2002-56020	Supplies - General Office	213.03
11000-2002-56999	Supplies - Other	440.00
11000-2002-57090	Printing/Publishing/Advert..	725.49
11000-2002-57130	Rent of Equipment/Machi...	2,836.39
11000-2002-57150	Subscriptions & Dues	2,797.00
11000-2002-57160	Telecommunications	518.31
11000-2002-57998	City Wide Clean-Up	6,885.02
11000-2004-56040	Supplies-Furniture/Fixture...	848.50
11000-2008-56020	Supplies - General Office	386.87
11000-2008-57150	Subscriptions & Dues	120.00
11000-2014-55030	Contract - Professional Se...	3,928.25
11000-5101-54040	Maintenance & Repairs - ...	57.60
11000-5101-54050	Maintenance & Repair - F...	133.59
11000-5101-56999	Supplies - Other	89.99
20100-0001-21040	Admin Office of Courts Pa...	6.00
20100-0001-21045	Judicial Education Payable	3.00
20900-3002-54040	Maintenance & Repairs - ...	52.91
20900-3002-54050	Maintenance & Repair - F...	3,659.40
20900-3002-55030	Contract - Professional Se...	2,861.43
20900-3002-56040	Supplies-Furniture/Fixture...	1,495.00
20900-3002-57090	Printing/Publishing/Advert..	201.02
20900-3002-57160	Telecommunications	75.84
20900-3002-58020	Equipment & Machinery	924.00
29700-2002-56070	Supplies - Medical	32.76
39900-2002-54010	Maintenance & Repairs - ...	335.00
Grand Total:	42,451.20	

Project Account Summary

Project Account Key	Expense Amount
None	42,451.20
Grand Total:	42,451.20

Authorization Signatures

MAYOR & COUNCILORS

JOSHUA RAMSELL, MAYOR

MARGARET "PEGGY" GUTJAHR, MAYOR PRO-TEM

LAWRENCE GORDON, COUNCILOR

ARTHUR APODACA, COUNCILOR

JIM WINTERS, COUNCILOR

ATTEST:

ELIZABETH "LISA" ADAIR, MUNICIPAL CLERK

Chalmers Ford

PROPOSAL

2500 Rio Rancho Blvd
 Rio Rancho, NM 87124

QUOTE TO: Rio Communities
 Attn: Larry Cearly
larrycearley@gmail.com

SHIPPED TO: 2022 Ford Explorer Police Interceptor AWD - Black

PROPOSAL # 081122-4B
 PROPOSAL DATE August 24th, 2022
 MEMBER PO #.
 TERMS Due on Receipt
 SALES REP Diego Martinez
 SHIPPED VIA Pick UP
 F.O.B.
 PREPAID or COLLECT

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 00-00000-20-00121		
2	Item #4 Utility Vehicle, Mid-Size, Four Door, AWD.	\$ 36,139.00	\$ 72,278.00
	Options		
	G: Floor Covering, Rubber Mat Front and Rear	\$ 225.00	\$ 450.00
	S: Remote Keyless Entry and Starting	\$ 455.00	\$ 910.00
	Y: Trailer Tow Package, Less Trailer Brakes	\$ 410.00	\$ 820.00
	AB: Window Tinting Darker than MFG Standard	\$ 199.00	\$ 398.00
	AF: Side Marker LED lights	\$ 390.00	\$ 780.00
	AH: Deflector Plate #76D	\$ 435.00	\$ 870.00
	AN: Rear Console Plate	\$ 65.00	\$ 130.00
	AS: BUS - Blind Spot Monitoring w/ Cross Traffic Alert	\$ 695.00	\$ 1,390.00
	AT: Pre-Collision Assist	\$ 185.00	\$ 370.00
	AV: Police Engine Idle Feature	\$ 290.00	\$ 580.00
	AW: Reverse Sensing	\$ 395.00	\$ 790.00
2	MHQ Build Estimate #14559	\$ 25,976.05	\$ 51,952.10
Quote Valid for 30 Days		SUBTOTAL	131,718.10
Vehicles on Order		TAX	0.00
		FREIGHT	
			\$131,718.10
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
 Diego Martinez
 505.712.3913
dmartinez@chalmersford.com

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
Albuquerque, NM 87113



Quote

Date	Estimate #
8/10/2022	14559
This quote expires in 90 days	

Name / Address
City of Rio Communities 360 Rio Communities NM 87002

Ship To
City of Rio Communities 360 Rio Communities, NM 87002

Phone	Cell	Email	Visit our Website	Project		
(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2023 Ford PIU x3		
Item	MFG	Description	Qty	Price	Total	
Build	Build	Contact Name: Larry Cearley Contact Number:505.377.5826 Email: Larrycearley@gmail.com Vehicle/Year:Ford/2020+ Type:PI Utility-Patrol (x3) State Contract# 20-00000-21-00030 Labor pages 48, 61 and 65. Parts pages 67-69. Graphics pages 45-47.			0.00T	
STATE CONTRACT NM		*Siren and Controller*		0.00	0.00	
ETSA481CSP	Soundoff Sig...	nERGY™ 400 Series Multi-Function Siren w/ Button Control, 10-16v - 100w single speaker	3	549.12	1,647.36	
ES100C	Federal Signal	DynaMax 100W High output speaker. Class A.	3	177.10	531.30	
ESB-U	Federal Signal	Universal ES100C speaker bracket.	3	22.00	66.00	
		Emergency Lighting				
ENFLBS1248	Sound Off Si...	nForce 48" LED lightbar, Dual color Red /White Blue/White Full Flood With Alleys QE1	3	2,477.40333	7,432.21	
EMPS1SLS3D	SoundOff Sig...	mpower® 3" Fascia Light w/ Stud Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 8 LED Dual Color - Red/White *Driver Side Grille Light*	3	140.16	420.48	
			Subtotal			
			Sales Tax (7.75%)			
			Total			

MHQ of New Mexico
5601 Balloon Fiesta Pkwy
Suite C
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Item	MFG	Description	Qty	Price	Total	
EMPS1SLS3E	SoundOff Sig...	mpower® 3" Fascia Light w/ Stud Mount 18" hard wire w/ sync option SAE Class 1 & CA Title 13 9-32 Vdc Black Housing 8 LED Dual Color - Blue/White *Passenger Side Grille Light*	3	140.16	420.48	
ETTFUT-16	Soundoff Sig...	Flashback Plug-In Alternating Taillight Flasher Solid State - 2.4 f.p.s. for Ford PI Utility 2016-2020 *Taillight Flasher*	3	108.00	324.00	
MPSW9-RW	Federal Signal	MicroPulse Wide Angle 9, Dual-Color Surface mount, 12 VDC Red/White * Driver Side Under Mirror*	3	127.05	381.15	
MPSW9-BW	Federal Signal	MicroPulse Wide Angle 9, Dual-Color Surface mount, 12 VDC Blue/White *Passenger Side Under Mirror*	3	127.05	381.15	
MPSMW9-FPIU20MIR	Federal Signal	Pair of side mirror brackets, each bracket holds (1) MPSW9 light, Ford Police Interceptor Utility 2020	3	26.24	78.72	
MPS1220U-RW	Federal Signal	MicroPulse™ Ultra 1220, Dual Color Models-24 LED Lighthouse. Red/White *Driver Side License plate*	3	119.40	358.20	
MPS1220U-BW	Federal Signal	MicroPulse™ Ultra 1220, Dual Color Models-24 LED Lighthouse. Blue/White *Passenger Side License plate*	3	127.36	382.08	
		Metal Center Console				
			Subtotal			
			Sales Tax (7.75%)			
			Total			

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(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2023 Ford PIU x3		
Item	MFG	Description	Qty	Price	Total	
CC-UV20-L-20	Troy	New! 2020 PI Utility 20" L-Shape Console, 7" Slope, 13" Level (no floor plate needed, mounts directly to floor). If needed, includes AC-UV20-HC harness cover.	3	405.75	1,217.25	
AC-INBHG	Troy	4" internal dual beverage holder. Remove top and use it as 4" open storage compartment.	3	41.25	123.75	
FP-SGTRAY	Troy	4" face plate shallow tray w/sloped floor; Store cell phone, keys, wallet, sunglasses, etc. 1.75" H	3	31.50	94.50	
FP-FED-PATH-R	Troy	Troy faceplate for Federal Signal pathfinder remote mount	3	0.00	0.00	
FP-USB-2DC	Troy	2" face plate pre-punched w/ holes for (2) DC outlets & (1) dual-port USB module	3	54.00	162.00	
FP-BKM150-R	Troy	Faceplate for a KNG-M150-R digital remote radio	3	0.00	0.00	
425-3816	Jotto	Magnetic Mic - Single Pack	3	26.21	78.63	
AC-PENPRTR-CC	Troy	Printer mount w/5x8 pad, bolts to console rear	3	360.00	1,080.00	
		Partition				
TP-E-SL6-US-SS	Troy	2020+ PI Utility US size, Recessed Panel; Sliding window; Square-hole punched crawl-thru prevention bracket	3	688.50	2,065.50	
KP-20-FDUV-SS	Troy	2020+ PI Utility 3 pc. Kick panel w/foot pockets.	3	148.50	445.50	
KP-20-FDUV-SS	Troy	2020* PI Utility 3 pc. Kick panel w/foot pockets.	3	148.50	445.50	
AC-20-UV-HATCH	Troy	2020+ PI Utility hatch window screen; Square-hole punched	3	111.75	335.25	
			Subtotal			
			Sales Tax (7.75%)			
			Total			

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(505) 821-0667	(505) 249-3180	gtrujillo@mhqwest.com	www.mhqwest.com	2023 Ford PIU x3		
Item	MFG	Description	Qty	Price	Total	
TP-20-FDUV-FX	Troy	2020+ PI Utility rear partition, square-hole window, driver-side fire ext. compartment *Radio Camera, and Printer*	3	468.75	1,406.25	
BK KNG M150-REMOTE	Bendix Kind	BK KNG M150 "REMOTE" Mount 700MHz Mobile Radio With 5000 Channels, color Touch Screen, and a 2 year warranty with KNG Mobile Radio, Standard Microphone	3	3,876.46667	11,629.40	
427126	Tessco Inc	Tri Band VHF, UHF, 700 MHz	3	42.73	128.19	
453440	Tessco Inc	0-6000MHz, 3/4" Mount, RG58/U, FME-F Coax Cable 17 Feet	3	23.94	71.82	
PKG-PSM-3006	Havis	2020 Ford Interceptor Utility and Ford Retail Explorer Premium Passenger Side Mount Package MSRP \$735.95 State Contract 30% = \$515.17	3	515.17	1,545.51	
DS-PAN-1112	Havis	Docking station for Panasonic TOUGHBOOK 33, 2-in-1 Laptop with Power Supply	3	1,059.14	3,177.42	
PJ-722	Brothers	Brother PocketJet 6 Plus Printer - USB PJ-722	3	345.60	1,036.80	
LB3692-003	Brother	Power cable red/black Brother Car Adapter 14ft. P/N LB3692-00303 MSRP	3	19.71	59.13	
14332	Gamber John...	USB Cable for Brother PocketJet Printers	3	10.40	31.20	
			Subtotal			
			Sales Tax (7.75%)			
			Total			

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Item	MFG	Description	Qty	Price	Total	
4RE-200-GPS-PAN-BODYC...	Watch Guard	Video: 4RE In-Car Camera System. Includes GPS, High Definition Panoramic X2 (720p) Forward Camera. Body Camera and Vista Charging Base #VIS-CHG-BS2-KIT *** For Wireless Download Need to add "IV-ACK-WF-CP-DM & IV-ACK-BD-VW" Not Included with Camera Kit *** ***Wiring Harness, Supplies, Shipping and Labor***	3	6,161.51667	18,484.55	
CH27.1.20	911 Circuits	Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs	3	900.00	2,700.00	
SHOP SUPPLIES LV1	MHQ of New...	Shop Supplies - includes relays, fuses, wire, connectors, loom, nuts, bolts, screws, heat shrink and ground studs.	3	200.00	600.00	
Labor NM	MHQ of New...	Installation Labor (50 hrs ea)	150	115.00	17,250.00T	
Subtotal					\$76,591.28	
Sales Tax (7.75%)					\$1,336.88	
Total					\$77,928.16	

SOURCES AND USES OF FUNDS

City of Rio Communities Police Equipment, PPRF-5912

Sources:

Bond Proceeds:	
Par Amount	131,719.00
	<hr/>
	131,719.00
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	131,719.00
	<hr/>
	131,719.00
	<hr/> <hr/>

BOND SUMMARY STATISTICS

City of Rio Communities Police Equipment, PPRF-5912

Dated Date	12/30/2022
Delivery Date	12/30/2022
Last Maturity	05/01/2028
Arbitrage Yield	
True Interest Cost (TIC)	
Net Interest Cost (NIC)	
All-In TIC	
Average Coupon	
Average Life (years)	3.336
Duration of Issue (years)	3.336
Par Amount	131,719.00
Bond Proceeds	131,719.00
Total Interest	
Net Interest	
Total Debt Service	131,719.00
Maximum Annual Debt Service	26,343.80
Average Annual Debt Service	24,684.46
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	

Total Underwriter's Discount	
Bid Price	100.000000

<i>Bond Component</i>	<i>Par Value</i>	<i>Price</i>	<i>Average Coupon</i>	<i>Average Life</i>
Loan Component	131,719.00	100.000		3.336
	131,719.00			3.336

	TIC	All-In TIC	Arbitrage Yield
Par Value	131,719.00	131,719.00	131,719.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense			
- Other Amounts			
Target Value	131,719.00	131,719.00	131,719.00
Target Date	12/30/2022	12/30/2022	12/30/2022
Yield			

DETAILED BOND DEBT SERVICE

City of Rio Communities
Police Equipment, PPRF-5912

Loan Component (LOAN)

<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>
05/01/2024	26,343.80		26,343.80
05/01/2025	26,343.80		26,343.80
05/01/2026	26,343.80		26,343.80
05/01/2027	26,343.80		26,343.80
05/01/2028	26,343.80		26,343.80
	131,719.00	0	131,719.00

DETAILED BOND DEBT SERVICE

**City of Rio Communities
Police Equipment, PPRF-5912**

Loan Component (LOAN)

<i>Period Ending</i>	<i>Principal</i>	<i>Interest</i>	<i>Debt Service</i>	<i>Annual Debt Service</i>
05/01/2024	26,343.80		26,343.80	26,343.80
11/01/2024				
05/01/2025	26,343.80		26,343.80	26,343.80
11/01/2025				
05/01/2026	26,343.80		26,343.80	26,343.80
11/01/2026				
05/01/2027	26,343.80		26,343.80	26,343.80
11/01/2027				
05/01/2028	26,343.80		26,343.80	26,343.80
	131,719.00	0	131,719.00	131,719.00

BOND SOLUTION

City of Rio Communities Police Equipment, PPRF-5912

<i>Period Ending</i>	<i>Proposed Principal</i>	<i>Proposed Debt Service</i>	<i>Total Adj Debt Service</i>	<i>Revenue Constraints</i>	<i>Unused Revenues</i>	<i>Debt Serv Coverage</i>
05/01/2023						
05/01/2024	26,344	26,344	26,344	45,000	18,656	170.81818%
05/01/2025	26,344	26,344	26,344	45,000	18,656	170.81818%
05/01/2026	26,344	26,344	26,344	45,000	18,656	170.81818%
05/01/2027	26,344	26,344	26,344	45,000	18,656	170.81818%
05/01/2028	26,344	26,344	26,344	45,000	18,656	170.81818%
	131,719	131,719	131,719	225,000	93,281	

CITY OF RIO COMMUNITIES, NM
RESOLUTION 2022 - XX

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

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

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

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

and

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

TOTAL PROJECT COST IS \$200,000.00

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

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

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

The agreement terminates on **June 30, 2026 (for Laws of 2022)** and the City of Rio Communities incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the City of Rio Communities to enter into Cooperative Agreement Control Number C3223177 with the New Mexico Department of Transportation for Capital Outlay (Laws of 2022) to plan, design, demolish, construct, improve, replace and equip Goodman avenue, including adjacent paths, sidewalks, trails and infrastructure, between Damon street and Horner street in Rio Communities in Valencia county within the control of the Governing Body in City of Rio Communities, Valencia County, New Mexico.

PASSED, APPROVED AND ADOPTED THIS 26th DAY OF SEPTEMBER 2022 BY THE GOVERNING BODY OF THE CITY OF RIO COMMUNITIES, NEW MEXICO.

City of Rio Communities Governing Body

Joshua Ramsell
Mayor

Margaret R. Gutjahr
Mayor Pro-tem

Arthur Apodaca,
Councilor

Lawrence R. Gordon,
Councilor

Jimmie Winters,
Councilor

ATTEST:

Elizabeth F. Adair,
Municipal Clerk

Contract Number: _____
Vendor Number: 00000110108
Control Number: C3223177

**STATE OF NEW MEXICO
DEPARTMENT OF TRANSPORTATION
FUND 89200 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into as of this ____ day of _____, 20____, by and between the Department of Transportation, hereinafter called the “Department” or abbreviation such as “NMDOT”, and City of Rio Communities, hereinafter called the “Grantee”. This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2022, SB212, Chapter 53, Section 36, Subsection 95, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

WHEREAS, pursuant to the NMSA 1978, Section 67-3-28, as amended, and State Highway Commission Policy No. 44, the Department has the authority to enter into this Grant Agreement.

AGREEMENT

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

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

DFA Appropriation ID G3177 NMDOT Control Number C3223177 **\$200,000**

APPROPRIATION REVERSION DATE: 6/30/2026

Laws of 2022, Chapter 53, Section 36, Subsection 95, Two Hundred Thousand Dollars and No Cents (\$200,000), to plan, design, demolish, construct, improve, replace and equip Goodman avenue, including adjacent paths, sidewalks, trails and infrastructure, between Damon street and Horner street in Rio Communities in Valencia county .

The Grantee’s total reimbursements shall not exceed Two Hundred Thousand Dollars and No Cents \$200,000 (the “Appropriation Amount”) minus the allocation for Art in Public Places (“AIPP amount”)¹, if applicable,

¹ The AIPP amount is “an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000).” Section 13-4A-4 NMSA 1978.

Zero Dollars and No Cents (\$ 0.00), which equals Two Hundred Thousand Dollars and No Cents (**\$200,000**) (the “Adjusted Appropriation Amount”).

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the “Project”; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the “Project Description.” Optional Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Optional Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT’S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department’s Obligation to Reimburse² Grantee (hereinafter referred to as “Notice of Obligation”). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee’s expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee’s Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee’s expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as “Third Party Obligations”; and
- (iv) The Grantee’s submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
 - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
 - b. if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

² “Reimburse” as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
 - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
 - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
 - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

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

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

Grantee: City of Rio Communities

Name: Lisa Adair
Title: Municipal Clerk
Address: 360 Rio Communities Blvd, Rio Communities, New Mexico 87002
Email: ladair@riocommunities.net
Telephone: 505-861-6803

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

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

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

Department: Department of Transportation District 3 Office
Name: Marguerite Johnson
Title: Local Government Road Fund Coordinator
Address: P.O. Box 91750, Albuquerque, NM 87199-1750
Email: Marguerite.Johnson@state.nm.us
Telephone: 505-490-3502

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

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the “Reversion Date.” Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 6/30/2026 the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date

particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

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

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Database Reporting

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

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. Requests for Additional Information/Project Inspection

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

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

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

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in

Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
 - (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the

subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

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

ARTICLE XIV. SCOPE OF AGREEMENT

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

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the City of Rio Communities may immediately terminate this Agreement by giving Contractor written notice of such termination. The City of Rio Communities’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the City of Rio Communities or the Department of Transportation or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the City of Rio Communities or the Department”

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

Grantee acknowledges, warrants, and agrees that Grantee shall include the following termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Transportation Grant Agreement. Should the Department of Transportation early terminate the grant agreement, the City of Rio Communities may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the City of Rio Communities only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

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

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

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

B. Grantee acknowledges and agrees that the SBOF may in its sole and absolute discretion remove a project’s assigned bond proceeds if the project doesn’t proceed sufficiently. Entities must comply with the

requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionnaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demonstrated readiness as determined by the SBOF and the Department.

C. Grantee acknowledges and agrees that this Agreement is subject to the SBOF's Bond Project Disbursements rule, NMAC 2.61.6, as may be amended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

Signature of Official with Authority to Bind Grantee

Entity Name

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Justin Reese

By: _____
79B5F2DB5F72463...

Its: Cabinet Secretary or Designee
8/25/2022

Date

REVIEWED AND APPROVED AS TO FORM AND LEGAL SUFFICIENCY BY THE DEPARTMENT'S OFFICE OF GENERAL COUNSEL

DocuSigned by:
Aaron Frankland
Aaron Frankland
Deputy General Counsel

By: Aaron Frankland
3B493BD37FBC44A...

Its: Deputy General Counsel
9/1/2022

Date

**STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1**

<p>I. Grantee Information</p> <p>(Make sure information is complete & accurate)</p> <p>A. Grantee: _____</p> <p>B. Address: _____</p> <p>(Complete Mailing, including Suite, if applicable)</p> <p>City _____ State _____ Zip _____</p> <p>C. Phone No: _____</p> <p>D. Grant No: _____</p> <p>E. Project Title: _____</p> <p>F. Grant Expiration Date: _____</p>	<p>II. Payment Computation</p> <p>A. Payment Request No. _____</p> <p>B. Grant Amount: _____</p> <p>C. AIPP Amount (If Applicable): _____</p> <p>D. Funds Requested to Date: _____</p> <p>E. Amount Requested this Payment: _____</p> <p>F. Reversion Amount (If Applicable): _____</p> <p>G. Grant Balance: _____</p> <p>H. <input type="checkbox"/> GF <input type="checkbox"/> GOB <input type="checkbox"/> STB (attach wire if first draw)</p> <p>I. <input type="checkbox"/> Final Request for Payment (if Applicable)</p>
--	--

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Reporting Certification: I hereby certify to the best of my know ledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. Compliance Certification: Under penalty of law , I hereby certify to the best of my know ledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance w ith Article IX, Sec. 14 of the New Mexico Constitution know n as the "anti donation" clause.

--	--

<p>Grantee Fiscal Officer or Fiscal Agent (if applicable)</p> <p>Printed Name _____</p> <p>Date: _____</p>	<p>Grantee Representative</p> <p>Printed Name _____</p> <p>Date: _____</p>
--	---

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ Loc No.: _____

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

Division Fiscal Officer _____	Date _____
Division Project Manager _____	Date _____

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee [# 1]

DATE: [_____]

TO: Department Representative: [_____]

FROM: Grantee: [_____]

Grantee Official Representative: [_____]

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: [_____]

Grant Termination Date: [_____]

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

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

Vendor or Contractor: [_____]

Third Party Obligation Amount: [_____]

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

Grant Amount (Minus AIPP if applicable): [_____]

The Amount of this Notice of Obligation: [_____]

The Total Amount of all Previously Issued Notices of Obligation: [_____]

The Total Amount of all Notices of Obligation to Date: [_____]

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

Department Rep. Approver: [_____]

Title: [_____]

Signature: [_____]

Date: [_____]

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

NMDOT ATTACHEMNT A

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

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

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

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

Contract No. _____
Vendor No. 00000110108
Control No. HW2LP30039

**TRANSPORTATION PROJECT FUND
GRANT AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **City of Rio Communities** (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 67-3-78 and 18.27.6 NMAC, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Transportation Project Funds (TPF) to the Public Entity for the following project scope **Goodman Pavement Reconstruction-Pavement reconstruction on Goodman Avenue with addition of a multi-use path and safety lighting** (Project or CN LP30039). 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 Million Two Hundred Thirty One Thousand Nine Hundred Sixty Two Dollars and Thirteen Cents (**\$2,231,962.13**) to be funded in proportional share by the parties as follows:

1. Department’s share shall be 95% **\$2,120,364.02**
Goodman Pavement Reconstruction-Pavement reconstruction on Goodman Avenue with addition of a multi-use path and safety lighting

2. The Public Entity’s required proportional matching Share shall be 5% **\$111,598.11**
For purpose stated above

3. Total Project Cost **\$2,231,962.13**

b. The Public Entity is responsible for all costs that exceed Project funding.

c. All allocated funds must be spent by **June 30, 2025**.

d. The Public Entity represents that no federal funds will be used to finance the Project.

e. The Public Entity must repay Project funding to the Department if:

- 1. The Project is cancelled or partially performed.
- 2. A final audit conducted by the Department at Project completion determines the following: an overpayment, unexpended monies or ineligible expenses.

3. The Department:

- a. Shall distribute the funds, identified in Section 2a1, in a lump sum to the Public Entity after:
 - 1. The Department has received this Agreement fully executed with a Resolution of Sponsorship attached as Exhibit B.
 - 2. Receipt of a letter requesting funds, which includes the following Project documents: Notice of Award/Work Order and Notice to Proceed for the Project.
 - 3. If a Department's or another entity's right-of-way is involved, a permit or letter of approval/authorization, from the entity with jurisdiction over the Project right-of-way.
- b. Will not:
 - 1. Perform any detailed technical reviews of Project scope, cost, budget, schedule, design or other related documents;
 - 2. Have any involvement in the construction phase;
 - 3. Be involved in permit preparation or the review or coordination with regulatory agencies.
 - 4. Conduct periodic assurance inspections or comparison material testing.
 - 5. Participate in resolving bidding and contract disputes between the Public Entity and contractors.
- c. May perform Project monitoring that might consist of the following:
 - 1. Review of Project status to ensure that project goals, objectives, performance requirements, timelines, milestone completion budgets and other guidelines are being met.
 - 2. Request written Project status reports.
 - 3. Conduct a review of the Local Entity's performance and administration of the Project funds identified in Section 2a.
- d. Reserves the right, upon receipt of the Public Entity's Certification of Completion, Exhibit A, to request additional documents that demonstrate Project completion.
- e. If required, the District Engineer or designee, will conduct a Project review to determine if permit is required from the Department. If there is a determination that a permit is not required, a letter of approval and authorization will be forwarded to the Public Entity.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- c. Be responsible for all design activities necessary to advance the Project to construction and coordinate construction.
- d. Unless otherwise specified in a letter of authorization or permit, design and construct the Project in accordance with the Public Entity's established design standards.
- e. Have sole responsibility and control of all project phases and resulting quality of the completed work.
- f. If the Project is in full or on a portion of a state highway, on a Department right of way or a National Highway System route:
 - 1. Obtain from the Department a permit in accordance with 18.31.6.14 NMAC, State Highway Access Management Requirements or a letter of authorization; and
 - 2. Design and construct the Project in accordance with standards established by the Department.

- g. Adopt a written resolution of Project support that includes a commitment to funding, ownership, liability and maintenance. The resolution is attached to this Agreement as Exhibit B.
- h. Consider placing pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- i. Comply with any and all state, local and federal regulations including the Americans with Disabilities Act (ADA) and laws regarding noise ordinances, air quality, surface water quality, ground water quality, threatened and endangered species, hazardous materials, historic and cultural properties, and cultural resources.
- j. Be responsible for all permit preparation, review and coordination with regulatory agencies.
- k. Cause all designs, plans, specifications and estimates to be performed under the direct supervision of a Registered New Mexico Professional Engineer, in accordance with NMSA 1978 Section 61-23-26.
- l. Allow the Department to perform a final inspection of the Project and all related documentation to determine if the Project was constructed in accordance with the provisions of this Agreement. At the Department's request, provide additional documentation to demonstrate completion of the required terms and conditions.
- m. Meet with the Department, as needed, or provide Project status reports within thirty (30) days of request.
- n. Within 60 days after Project completion, provide the Certification of Completion, which is attached as Exhibit A, that it has complied with the requirements of 18.27.6 NMAC and this Agreement.
- o. Upon completion, maintain all the Public Entity's facilities 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. Unless otherwise indicated in a letter of authorization, the Project will not be incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- c. Pursuant to NMSA 1978, Section 67-3-78, Transportation Project Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- d. The requirements of 18.27.6 NMAC are incorporated by reference.
- e. The inability to properly complete and administer the Project may result in the Public Entity being denied future grant funding.

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 the earliest of the following dates: (a) Department receipt of the Certification of Completion or (b) **June 30, 2025**. 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. Neither party shall have any obligation after said date except as stated in Sections 2e, 4l, 4n and 7.

7. Termination.

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. This Agreement may also be terminated pursuant to Section 15. Neither party has any obligation after termination, except as stated in Sections 2e, 4l, 4n and 7.

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, Section 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 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 for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity and the Legislature 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 (5) 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 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: _____

City of Rio Communities

By: _____

Date: _____

Title: Mayor

Attest: _____

Title: Municipal Clerk

EXHIBIT A

CERTIFICATION OF PROJECT COMPLETION

Public Entity:

Control No. LP30039

I, _____, in my capacity as _____ of _____ certify in regard to Control No. **LP30039**:

1. That the Public Entity has complied with the terms and conditions of the requirements under this Agreement and 18.27.6 NMAC.
2. That all work in was performed in accordance with the Agreement.
3. That the total Project cost of _____, with New Mexico Department of Transportation 95% share of _____ and the Public Entity share of _____ is accurate, legitimate, and appropriate for the Project.
4. That the Project was completed on _____ of _____, 20_____

In Witness Whereof, _____ in his/her capacity as _____ of _____ certify that the matters stated above are true to his/her knowledge and belief.

City of Rio Communities

By: _____ Date: _____

Title: _____ Date: _____

ATTEST:

By: _____ Date: _____

Public Entity Municipal Clerk

When completed, send Certification of Project Completion to the District Coordinator, New Mexico Department of Transportation.

EXHIBIT B
RESOLUTION
City of Rio Communities

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **City of Rio Communities** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$2,231,962 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation’s share shall be 95% or \$2,120,364.02

and

- b. **City of Rio Communities**’s proportional matching share shall be 5% or \$111,598.11

TOTAL PROJECT COST IS \$2,231,962.13

The **City of Rio Communities** shall pay all costs, which exceed the total amount of \$2,231,962.13.

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

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

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

Now therefore, be it resolved by the **City of Rio Communities** to enter into Cooperative Agreement for Project Control Number **LP30039** with the New Mexico Department of Transportation for the TPF Program for year 2023 for Goodman Pavement Reconstruction-Pavement reconstruction on Goodman Avenue with addition of a multi-use path and safety lighting- within the control of the **City of Rio Communities** in New Mexico.

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

(Joshua Ramsell, MAYOR)

DATE

(Attest: Elizabeth F. Adair, Municipal Clerk)

DATE

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

ATTACHMENT IDENTIFIER: Ethernet Transport, Version 1.12

The following additional terms and conditions are applicable to Sales Orders for Comcast's Ethernet Transport Services. A further description of the Service is set forth in Schedule A-1 hereto.

DEFINITIONS

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the General Terms and Conditions.

"Estimated Availability Date" means the target date for delivery of Service.

"HFC Network" means a hybrid fiber coax network.

"Off-Net" means geographical locations that are outside of Comcast's service area and/or geographical locations that are within Comcast's service area generally but are not readily accessible by Comcast Network facilities. All Off-Net Services are provided by third-party service providers. Off-Net Services provisioned over a fiber optic network are referred to as **"Off-Net Fiber."**

"On-Net" means geographical locations where Comcast currently provides Services through its Comcast Network. On-Net Services may be provisioned over a fiber optic network (**"On-Net Fiber"**), or via an HFC Network (**"On-Net HFC"**), as available through Comcast.

"Service(s)" means Ethernet Transport Services.

ARTICLE 1. REGULATORY APPROVAL; TRAFFIC MIX

Comcast's pricing for Service may be subject to FCC, public service commission or other regulatory approval. Further, Customer represents that its use of Service hereunder will be jurisdictionally interstate. Customer agrees to indemnify and hold Comcast harmless from any claims by third parties resulting from or arising out of Customer's failure to properly represent or certify the jurisdictional nature of its use of the Service(s).

ARTICLE 2. CUSTOM INSTALLATION FEES

Once Comcast accepts a Sales Order for Services, Comcast will invoice Customer for all Custom Installation Fee(s). Customer will pay the Custom Installation Fee(s) within thirty (30) days

of the invoice date unless a payment schedule is specified in the applicable Sales Order.

ARTICLE 3. PROVISIONING INTERVAL

Following its acceptance of a Sales Order, Comcast shall notify Customer of the Estimated Availability Date applicable to that Sales Order. Comcast shall use commercially reasonable efforts to provision the Service on or before the Estimated Availability Date; provided, however, that Comcast's failure to provision by said date shall not constitute a breach of the Agreement.

ARTICLE 4. SERVICE COMMENCEMENT DATE

Comcast shall inform Customer when Service is available and performing in accordance with the "Technical Specifications" set forth in Schedule A-1 hereto (**"Availability Notification"**). Charges for Service shall begin to accrue as of the Service Commencement Date. The Service Commencement Date shall be earliest of: (A) the date on which Customer confirms receipt of and concurrence with the Availability Notification; (B) five (5) business days following the date of the Availability Notification, if Customer fails to notify Comcast that the Service does not comply materially with the Technical Specifications (defined in Article 9) or (C) the date on which Customer first uses the Service. In the event that a Service Term has not been expressly set forth in a Sales Order, the Service Term for such Sales Order shall be twelve (12) months.

ARTICLE 5. TERMINATION CHARGES; PORTABILITY; UPGRADES; OFF-NET SERVICES

5.1 The charges set forth or referenced in each Sales Order have been extended to Customer in reliance on the Service Term.

5.2 Termination Charges for On-Net Services.

A. In the event that On-Net Service is terminated following Comcast's acceptance of the applicable Sales Order but prior to the Service Commencement Date, Customer shall pay Termination Charges equal to the costs and expenses incurred by Comcast in installing or preparing to install the On-Net Service plus twenty percent (20%).

B. In the event that On-Net Service is terminated on or following the Service Commencement Date but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to a percentage of the monthly recurring charges remaining for the unexpired portion of the then-current Service Term, calculated as follows:

- i. 100% of the monthly recurring charges with respect to months 1-12 of the Service Term; plus
- ii. 80% of the monthly recurring charges with respect to months 13-24 of the Service Term; plus
- iii. 65% of the monthly recurring charges with respect to months 25 through the end of the Service Term; plus
- iv. 100% of any remaining, unpaid Custom Installation Fees.

Termination Charges shall be immediately due and payable upon cancellation or termination and shall be in addition to any and all accrued and unpaid charges for the Service rendered by Comcast through the date of cancellation or termination.

C. Termination Charges for Off-Net Services. In the event Customer terminates Off-Net Service following Comcast's acceptance of the applicable Sales Order but prior to the end of the applicable Service Term, Customer shall pay Termination Charges equal to 100% of the monthly recurring charges remaining through the end of the Service Term plus 100% of any remaining, unpaid Custom Installation Fees. Customer shall also pay any third-party charges incurred by Comcast as a result of the early termination of Service by the Customer.

5.3 Exclusions. Termination Charges shall not apply to Service terminated by Customer as a result of Comcast's material and uncured breach in accordance with the General Terms and Conditions.

5.4 Portability. Customer may terminate an existing On-Net Service (an "**Existing Service**") and turn up a replacement On-Net Service (i.e., activate Service with termination points on Comcast's network that are different than those of the Existing Service) (a "**Replacement Service**") without incurring Termination Charges with respect to the Existing Service, provided that (a) the Replacement Service must have a Service Term equal to or greater than the remaining Service Term of the Existing Service but in no event less than twelve (12) months; (b) the Replacement Service must have monthly recurring charges equal to or greater than the monthly recurring charges for the Existing Service; (c) Customer submits a Sales Order to Comcast for the Replacement Service within ninety (90) days after termination of the Existing Service and that Sales Order is accepted by Comcast; (d) Customer reimburses Comcast for any and all installation charges that were waived with respect to the Existing Service; and (e) Customer pays the actual costs

incurred by Comcast in installing and provisioning the Replacement Service.

5.5 Upgrades. Customer may upgrade the speed or capacity of an Existing Service without incurring Termination Charges, provided that (a) the upgraded Service (the "**Upgraded Service**") must assume the remaining Service Term of the Existing Service, but in no event less than twelve (12) months; (b) the Upgraded Service must have the same points of termination on Comcast's network as the Existing Service; (c) Customer submits a Sales Order to Comcast for the Upgraded Service and that Sales Order is accepted by Comcast; (d) Customer pays Comcast's applicable nonrecurring charges for the upgrade; and (e) Customer agrees to pay the applicable monthly recurring charges for the Upgraded Service commencing with the upgrade. Upgrades to Off-Net Services are subject to the applicable third party service provider rules and availability. Comcast has no obligation to upgrade Customer's Off-Net Service.

5.6 Off-Net Services. If Customer is receiving Off-Net Services, Comcast shall, in its sole discretion, have the ability to (i) provide On-Net Services in lieu of such Off-Net Services and/or (ii) substitute the current Off-Net Services provider for an alternate Off-Net Services provider, each, at no additional cost to Customer; provided, however, that Comcast shall not make any changes to Customer's Off-Net Services provider that could, in Comcast's reasonable opinion, impair Customer's specific network design or provider attributes (e.g. diversity). Comcast shall use commercially reasonable efforts to coordinate a mutually agreeable time with Customer to conduct any such changes..

ARTICLE 6. ADDITIONAL INFORMATION

As necessary for the interconnection of the Service with services provided by third parties, Comcast may request (as applicable), and Customer will provide to Comcast, circuit facility assignment information, firm order commitment information, and design layout records necessary to enable Comcast to make the necessary cross-connection between the Service and Customer's other service provider(s). Comcast may charge Customer nonrecurring and monthly recurring cross-connect charges to make such connections.

ARTICLE 7. TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS; SERVICE LEVEL AGREEMENT

The technical specifications applicable to the Service are set forth in Schedule A-1 hereto ("**Technical Specifications**"). The service level agreement applicable to the Service is set forth in a Schedule A-2 hereto and incorporated herein by reference.

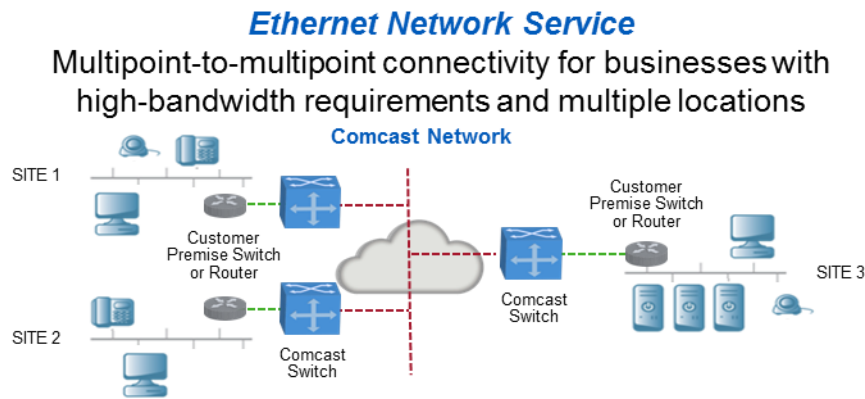
**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-1
SERVICE DESCRIPTIONS, TECHNICAL SPECIFICATIONS AND PERFORMANCE STANDARDS
COMCAST ETHERNET TRANSPORT SERVICES**

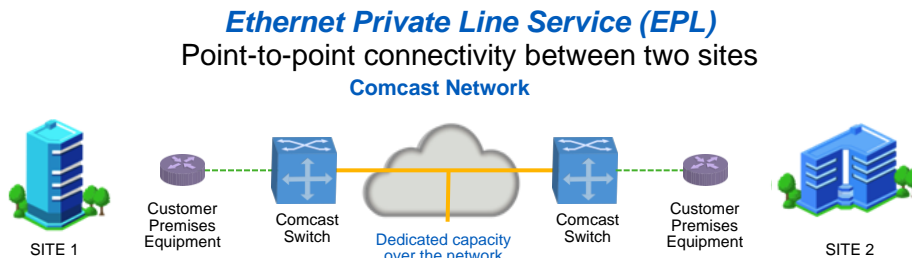
Comcast’s Ethernet Transport Services will be provided in accordance with the service descriptions, technical specifications and performance standards set forth below:

Service Descriptions

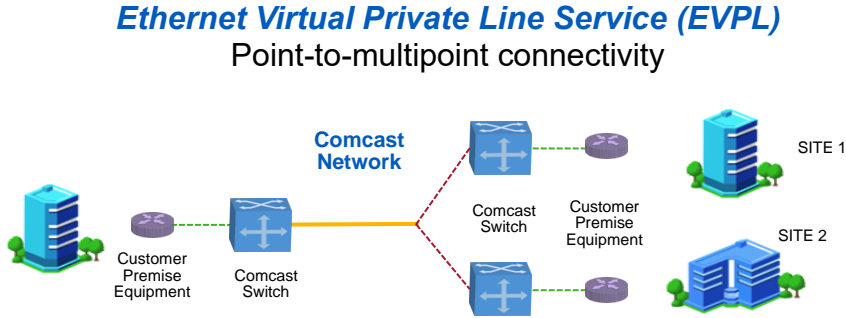
Ethernet Network Service (ENS) enables Customer to connect physically distributed locations across a Metropolitan Area Network (MAN) or Wide Area Network (WAN) as if they are on the same Local Area Network (LAN). The Service provides VLAN transparency enabling Customer to implement their own VLANs without any coordination with Comcast. ENS is a highly scalable service that enables customers to connect Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from at 1 Mbps to 10 Gbps. Comcast ENS provides an Ethernet Virtual Connection (EVC) between Customer Service Locations that enables Customer to use any VLANs without coordination with Comcast. Comcast ENS offers three Classes of Service (CoS), as described below.



Ethernet Private Line (EPL) is a point-to-point transport service that provides secure, high-performance network connectivity between two Customer Service Locations. EPL is a highly scalable service that enables the Customer to connect their Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast EPL provides an Ethernet Virtual Connection (EVC) between Customer Service Locations that enables the Customer to use any VLANs without coordination with Comcast. Comcast EPL offers three Classes of Service (CoS), as described below.



Ethernet Virtual Private Line (EVPL) service provides an Ethernet Virtual Connection (EVC) between two or more Customer Service Locations and supports the added flexibility to multiplex multiple services (EVCs) on a single UNI at the Customer’s hub or aggregation site. The Service multiplexing capability is not available at sites served by the Comcast On-Net HFC. It is a highly scalable service that enables the Customer to connect their Customer Premises Equipment (CPE) using industry standard 100 Mbps, 1 Gbps or 10 Gbps Ethernet User-to-Network Interfaces (UNI) and is available with flexible bandwidth options from 1 Mbps to 10 Gbps. Comcast EVPL offers three Classes of Service (CoS), as described below.



Multiple Access Options

Comcast Ethernet Transport Services are available with the following access options:

- On-Net Fiber Access – Connectivity to Customer Service Locations is enabled via Comcast On-Net fiber Infrastructure.
- On-Net Hybrid Fiber Coax (HFC) Access – Connectivity to Customer Service Locations is enabled via Comcast On-Net Hybrid Fiber Coax (HFC) infrastructure.
- Off-Net Access (both Fiber and Non-Fiber) – Connectivity to Customer Service Locations is enabled through a network-to-network interface (NNI) via third-party network provider.

Ethernet Virtual Circuit (EVC) Area Types

Comcast Ethernet Transport Services are available both within and between certain major metropolitan areas throughout the United States. Each EVC is assigned an EVC Area Type based upon the proximity of respective A and Z locations.

- **Metro** – EVC enables connectivity between customer locations within a Comcast defined Metro.
- **Regional** – EVC enables connectivity between customer locations that are in different Comcast defined Metros, but within Comcast defined geographic Regions.
- **Continental** – EVC enables connectivity between customer locations that are in different Comcast defined geographic Regions.

Ethernet Transport Technical Specifications

1. Ethernet User-to-Network Interface

Comcast Ethernet Transport Services provide bidirectional, full duplex transmission of Ethernet frames using a standard IEEE 802.3 Ethernet interface. Comcast implements ingress policies at CPE UNI interfaces to enforce subscribed bandwidth levels. Each ingress policing policy is created utilizing Committed Information Rate (CIR) and Committed Burst Size (CBS) components. The following table provides a list of available UNI physical interfaces and their available Committed Information Rate (CIR) bandwidth increments and Committed Burst Sizes (CBS).

UNI Speed	UNI Physical Interface	CIR Increments	CBS (bytes)
100 Mbps	100BaseT	10 Mbps	25,000
1 Gbps	1000Base T or 1000BaseSX	100 Mbps	250,000
10 Gbps	10GBase-SR or 10GBase-LR	1 Gbps	2,500,000
		10 Gbps	25,000,000

2. Class of Service (CoS) Options

Comcast Ethernet Transport Services are available with three different class of service (CoS) options that allow for differentiated service performance levels for different types of network traffic. This includes Basic (Low), Priority (Medium) and Premium (High). CoS is used to prioritize customer mission-critical traffic from lesser priority traffic in the network. The Customer must specify a CIR for each CoS to indicate how much bandwidth should be assigned to that CoS. The performance metrics associated with each CoS are described in the Ethernet Transport Service Level Agreement on Schedule A-2 of this PSA. As described in the following table, permissible CoS options vary by access type.

Access Type	CoS Options
On-Net Fiber	Basic, Priority & Premium
On-Net HFC	Basic & Priority
Off-Net Fiber	Basic, Priority & Premium
Off-Net Non-Fiber	Basic & Priority

3. CoS Identification and Marking

Customer traffic classification and forwarding is based upon Comcast CoS prioritization that must be specified in the Customer's Sales Order. It is the Customer's responsibility to shape traffic to ordered bandwidth. If the Customer only orders a single CoS solution, they are not required to mark their packets and all Customer packets will be forwarded based upon 802.1p value associated with the CoS level specified in the Sales order. All packets, tagged or untagged, will be mapped into the subscribed CoS. If Customer implements a multi-CoS solution or for EVPL ports with service multiplexing, the Customer must mark all packets using C-tag 802.1p CoS values as specified in the table below to ensure the Service will provide the intended CoS performance objectives. For multi-CoS solutions, untagged packets will be treated as if they are marked with a 0. Packets with other 802.1p values are mapped to the lowest subscribed CoS. For EVPL ports with service multiplexing, untagged packets will be discarded and C-tag VLAN ID values are used to map traffic to applicable EVC's. Based on Ethernet Frame 802.1p values, Customer's traffic is mapped to the Comcast forwarding classes traffic accordingly to the table below:

CoS Type	802.1p Marking
Basic (Low)	0-1
Priority (Medium)	2-3
Premium (High)	5

4. Mac Learning and Forwarding (ENS Service)

The ENS Service is capable of learning up to 2500 MAC addresses from all interfaces connecting to the Service. It is highly recommended that routing equipment be utilized to minimize the number of MAC addresses exposed directly to the Service in larger networks. Any addresses in excess of 2500 will not be learned and traffic directed to these addresses will be treated as "unknown unicast".

5. Traffic Management

Comcast's Network traffic-policing policies restrict traffic flows to the subscribed CIR for each service class. If the Customer-transmitted bandwidth rate for any CoS exceeds the subscribed committed information rate (CIR) and committed burst size (CBS), Comcast will discard the non-conformant packets. For packets marked with a non-conformant CoS marking, the Service will transmit them using the Basic CoS without altering the Customer's CoS markings. Traffic management policies associated with Off-Net Services will conform to the policies enforced by the third-party service provider.

6. Maximum Frame Size

Services delivered via Fiber support a Maximum Transmission Unit (MTU) frame size of 1600 bytes to support untagged, tagged and Q-in-Q traffic with 802.1q or 802.1ad encapsulation types. Services delivered via On-Net Fiber can, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes. Services delivered via Off-Net Fiber may, upon request, support a MTU up to 9100 bytes to support untagged, tagged and Q-in-Q frame sizes, but only, and solely, to the extent the applicable Off-Net provider can support such MTU frame size. Services delivered via HFC support a Maximum Transmission Unit (MTU) frame size of 1522 bytes. All frames that exceed specifications shall be dropped.

Transport Type	MTU Size
Fiber	1600-9100 bytes
HFC	1522 bytes

7. Customer Traffic Transparency

All fields within customers Ethernet frames (unicast, multicast and broadcast, except L2CP) from the first bit of payload are preserved and transparently transported over UNI to UNI connections, as long as they are mapped into the EVC.

8. Ethernet Service Frame Disposition

The Comcast Transport Services process different types of Ethernet frames differently. Frames may pass unconditionally through the Network or may be limited, as indicated in the table below, to ensure acceptable service performance. The following table illustrates Comcast's service frame disposition for each service frame type.

Service Frame Type	ENS Frame Delivery	EPL & EVPL Frame Delivery
Unicast	All frames delivered unconditionally	All frames delivered unconditionally
Multicast	All frames delivered conditionally	All frames delivered unconditionally
Broadcast	All frames delivered conditionally	All frames delivered unconditionally

ENS Services only:

- **Unicast Traffic.** Unicast traffic must be bi-directional in order to facilitate mac-learning and avoid restriction.
- **Multicast Traffic.** By default, every ENS port is able to support up to 2 Mbps of multicast traffic. ENS customer who requires greater than 2 Mbps of multicast bandwidth must uniquely specify the bandwidth they require for each root site and associated Class of Service.
- **Broadcast Traffic.** Broadcast and unknown unicast traffic are restricted to 1.2mb or 300pps on ingress to the network.

EVPL Services only:

- Customer is responsible for mapping multicast, broadcast and unknown unicast traffic to specific C-VLAN.

Monitoring, Technical Support and Maintenance

1. **Network Monitoring.** Comcast monitors On-Net Services on a 24x7x365 basis.
2. **Technical Support.** Comcast provides a toll-free trouble reporting telephone number to the Comcast Business Services Network Operations Center that operates on a 24x7x365 basis. Comcast provides technical support for Service-related inquiries. Comcast Business Services Network Operations Center will not offer consulting or advice on issues relating to CPE or other equipment not provided by Comcast.
 - (a) **Escalation.** Reported troubles are escalated within the Comcast Business Services Network Operations Center to meet the response/restoration objectives described below (Response and Restoration Standards). Service issues are escalated within the Comcast Business Services Network Operations Center as follows: to a Supervisor at the end of the applicable objective time interval plus one (1) hour; to a Manager at the end of the applicable objective time interval plus two (2) hours, and to a Director at the end of the applicable objective time interval plus four (4) hours.
 - (b) **Maintenance.** Comcast's standard maintenance window for On-Net Services is Sunday to Saturday from 12:00am to 6:00am local time. Scheduled maintenance for On-Net Services is performed during the maintenance window and will be coordinated between Comcast and the Customer. Comcast provides a minimum of seven (7) days' notice for On-Net Service impacting planned maintenance. Emergency maintenance is performed as needed without advance notice to Customer. Maintenance for Off-Net Services shall be performed in accordance with the applicable third party service provider rules. Therefore, maintenance for Off-Net Service may be performed without advance notice to Customer.
3. **Comcast Equipment.** Comcast provides certain Comcast Equipment for provisioning its Services and the delivery of the UNI, which will reside on the Customer-side of the Demarcation Point. Comcast will retain ownership and management responsibility for this Comcast Equipment. This Comcast Equipment must only be used for receipt of Services. Customers are required to shape their egress traffic to the Committed Information Rate (CIR) identified in the Sales Order. Comcast will be excused from paying SLA credits, as set forth in Schedule A-2, if the Service Interruption is the result of Customer's failure to shape their traffic to the contracted CIR or utilizing Comcast Equipment for non-Comcast provided services.
4. **Response and Restoration Standards.** Comcast has the following response and restoration objectives:

CATEGORY	OBJECTIVE	MEASUREMENT	REMEDIES
<i>Mean Time to Respond Telephonically to Call</i>	15 minutes	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Comcast Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Equipment</i>	4 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore On-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)
<i>Mean Time to Restore Off-Net Services</i>	6 hours	Averaged Over A Month	Escalation (see above)

Customer shall bear any expense incurred, e.g., dispatch/labor costs, where a Service Interruption is found to be the fault of Customer, its end users, agents, representatives or third-party suppliers.

Customer Responsibilities

Comcast provides an Ethernet terminating device for provisioning its services and the delivery of the UNI. Comcast will retain ownership and management responsibility for this equipment. As a result, it must only be used for delivering Comcast Services. Customer is responsible for providing customer premises equipment (CPE) to connect to this device. To ensure proper performance, Customer is

required to shape its egress traffic to the contracted CIR.

Customers have the following responsibilities related to the installation, support, and maintenance of the Service:

- Provide an operating environment with temperatures not below fifty-five (55) or above eighty-five (85) degrees Fahrenheit. Humidity shall not exceed ninety (90) percent at eighty-five (85) degrees Fahrenheit.
- Provide secure space sufficient for access to one (1) standard, freestanding, equipment cabinet at each of the Customer facilities, no further than fifty feet from the Customer router or switch interface.
- Provide outside cable entry conduit(s), entry cable ground point, and internal building conduit to allow Comcast the ability to rod/rope a fiber optic cable to the Demarcation Point.
- Locate and mark all private underground utilities (water, electric, etc.) along path of new underground placement not covered by utility companies.
- Provide a pull rope in any existing duct that Comcast is to use and ensure existing duct is serviceable for Comcast use.
- Obtain 'right-of-way' entry easement for Comcast facilities and equipment from property owners at each Customer location.
- The Customer is responsible for coring of the building's outside wall and internal walls. Upon request, Comcast can perform this activity on an 'as needed' basis for an additional one-time fee.
- Provide UPS AC power equipment, circuit sizing to be determined, if applicable.
- Emergency local generator backup service, if applicable.
- Provide access to the buildings and Demarcation Point at each Customer location to allow Comcast and its approved Contractors to install fiber for service installation. Provide access to each location for regular (8am - 5pm) and emergency (24 hour) service and maintenance of Comcast's equipment and facilities.
- Provide, install and maintain a device that is capable of interconnecting network traffic between the Service and the Customer's Local Area Network (LAN).
- Customer must provide a point of contact (POC) for installation, service activation and any maintenance activities.

**COMCAST ENTERPRISE SERVICES
PRODUCT-SPECIFIC ATTACHMENT
ETHERNET TRANSPORT SERVICES**

**SCHEDULE A-2
SERVICE LEVEL AGREEMENT**

Comcast's Ethernet Transport Services are backed by the following Service Level Agreement ("SLA"):

A. Definitions:

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Ethernet Transport Services PSA or the General Terms and Conditions.

Definitions

"Jitter" means the short-term variations for a portion of successfully delivered service frames. Jitter may also be referred to as Frame Delay Variation.

"Latency" means the maximum delay for a portion of successfully delivered service frames. Latency may also be referred to as Frame Delay.

"Market" means the Comcast geographic region where the applicable Service Location is located, as identified on the Sales Order.

"Packet Loss" means the difference between the number of service frames transmitted at the ingress UNI and the total number of service frames received at the egress UNI. Packet Loss may also be referred to as Frame Loss.

"Planned Service Interruption" means any Service Interruption caused by planned work such as scheduled maintenance or planned enhancements or upgrades to the network.

"Service Interruption" means an interruption in transmission that renders the Service unusable due to a total loss of signal for the Service. The Service shall be "Available" in the absence of a Service Interruption.

B. Ethernet Transport Service Level Agreements

1. Availability SLA

Comcast's liability and Customer's sole remedy for Service Interruptions, and errors, omissions, interruptions, delays, outages, or defects in transmission or switching of any Service (individually or collectively, "**Liability**"), shall be limited to the amounts set forth in the Tables below with the stated percentages to be applied against the MRC (as defined below) associated with the impacted portion of the Service set forth in the Sales Order ("**Availability Credit**"). For the purposes of calculating credit for a Service Interruption, the "**Length of Service Interruption**" begins when the Customer reports such Service Interruption and a trouble ticket is opened, and concludes upon the closing of the same trouble ticket or, if sooner, the termination of the Service Interruption, less any time Comcast is awaiting additional information or premises testing from the Customer. In no event shall the total amount of Availability Credit issued to Customer's account on a per-month basis exceed 50% of the total monthly recurring charge ("**MRC**") associated with the impacted portion of the Service set forth in the Sales Order. The Length of Service Interruptions for separately occurring Service Interruptions will not be aggregated for purposes of determining Availability Credit allowances. To qualify, Customer must request the Availability Credit from Comcast within thirty (30) days of the beginning of the Service Interruption. Comcast shall not incur any Liability, including Availability Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omission or equipment, CPE, or any other items set forth in the "Exceptions to Credit Allowances" section below.

TABLE 1: Availability SLA for Services provided over On-Net or Off-Net Fiber (99.99% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 4 minutes	None
At least 4 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

TABLE 2: Availability SLA for Services provided over On-Net HFC or Off-Net Non-Fiber Transport (99.9% Availability)

Length of Service Interruption:	Amount of Credit:
Less than 40 minutes	None
At least 40 minutes but less than 4 hours	5% of Total MRC
At least 4 hours but less than 8 hours	10% of Total MRC
At least 8 hours but less than 12 hours	20% of Total MRC
At least 12 hours but less than 16 hours	30% of Total MRC
At least 16 hours but less than 24 hours	40% of Total MRC
At least 24 hours or greater	50% of Total MRC

SEPARATELY OCCURRING SERVICE INTERRUPTIONS ARE NOT AGGREGATED FOR THE PURPOSES OF DETERMINING CREDIT ALLOWANCES.

2. Performance Objectives SLA

Comcast Ethernet Transport Services are available both within and between major metropolitan areas throughout the United States. The performance objectives associated with traffic flows between any two Customer Service Locations are dependent upon the locations of the respective sites, designated as Service Location A and Service Location Z on the applicable Sales Order.

Access Types

- On-Net Access.** If On-Net Service Location A and On-Net Service Location Z reside within the same Market, Performance Tier 1 objectives will apply. If the On-Net Service Locations are in different Markets, a different Performance Tier will apply. The applicable Performance Tier will appear on/with the respective Sales Order.
- Off-Net Access.** In addition to On-Net Access, Comcast enables Off-Net Access to Ethernet Transport Services via multiple third party providers. The Performance Tier for Off-Net Service is based upon the location of the Off-Net Service Location, the location of the Network to Network Interface (NNI) between Comcast and the third party provider and the performance commitment from the third party provider. The applicable Performance Tier will appear on the respective Sales Order.

Performance Tiers and Performance Objectives

Comcast collects continuous in-band performance measurements for its Ethernet Transport Services. The calculation of all Latency, Jitter and Packet Loss Performance Metrics for each calendar month for purposes of this Performance Objectives SLA are based upon the average of sample one-way measurements taken by Comcast during the applicable calendar month, excluding any period during which there is a Service Interruption. The below charts indicate the Performance Standard that should be achieved for each of the Performance Metrics over each calendar month based on the applicable Performance Tier and Class of Service.

1. Performance Tier 1 (PT1) Agreements – Within Market

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	45ms	23ms	7ms
Jitter (Network Delay Variation)	20ms	10ms	2ms
Packet Loss	<1%	<0.01%	<0.001%

2. Performance Tier 2 (PT2) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	80ms	45ms	23ms
Jitter (Network Delay Variation)	25ms	15ms	5ms
Packet Loss	<1%	<.02%	<.01%

3. Performance Tier 3 (PT3) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	100ms	80ms	45ms
Jitter (Network Delay Variation)	30ms	20ms	10ms
Packet Loss	<1%	<.04%	<.02%

4. Performance Tier 4 (PT4) Agreements

Performance Metric	Class of Service (CoS)		
	Basic	Priority	Premium
Latency (One-Way Network Delay)	120ms	100ms	80ms
Jitter (Network Delay Variation)	35ms	25ms	15ms
Packet Loss	<1%	<.05%	<.04%

5. Best Effort Performance Tier (BE)

No performance commitments will apply. Best Effort Performance Tier will appear on the associated Comcast Sales Order.

Credit Allowance

Customer's sole remedy for Comcast's failure to achieve the applicable Performance Metric standards above over a given calendar month for the Service are the receipt of the following credit amounts with the stated percentages to be applied against the MRC associated with the impacted portion of the Service set forth in the Sales Order ("**Performance Objective Credits**").

TABLE 1: Credit Allowance for Latency Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 7	No Credit	0 - 23	No Credit	0 - 45	No Credit	0 to 80	No Credit
		7.01 - 23	10%	23.01 - 45	10%	45.01 - 80	10%	80.01 - 100	10%
		23.01 - 45	25%	45.01 - 80	25%	80.01 - 100	25%	100.01 - 120	25%
		>45	50%	>80.01	50%	>100	50%	>120	50%
	Priority	0 - 23	No Credit	0 - 45	No Credit	0 to 80	No Credit	0 to 100	No Credit
		23.01 - 45	10%	45.01 - 80	10%	80.01 - 100	10%	100.01 - 120	10%
		45.01 - 80	25%	80.01 - 100	25%	100.01 - 120	25%	120.01 - 150	25%
		>80.01	50%	>100	50%	>120	50%	>150	50%
	Basic	0 - 45	No Credit	0 to 80	No Credit	0 to 100	No Credit	0 to 120	No Credit
		45.01 - 80	10%	80.01 - 100	10%	100.01 - 120	10%	120.01 - 150	10%
		80.01 - 100	25%	100.01 - 120	25%	120.01 - 150	25%	150.01 - 180	25%
		>100	50%	>120	50%	>150	50%	>180	50%

TABLE 2: Credit Allowance for Jitter Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit	Measurement (ms)	Credit
Class of Service	Premium	0 - 2	No Credit	0 - 5	No Credit	0 - 10	No Credit	0 - 15	No Credit
		2.01 - 3	10%	5.01 - 10	10%	10.01 - 15	10%	15.01 - 20	10%
		3.01 - 5	25%	10.01 - 15	25%	15.01 - 20	25%	20.01 - 30	25%
		>5	50%	>15	50%	>20	50%	>30	50%
	Priority	0 - 10	No Credit	0 - 15	No Credit	0 - 20	No Credit	0 - 25	No Credit
		10.01 - 15	10%	15.01 - 20	10%	20.01 - 30	10%	25.01 - 40	10%
		15.01 - 20	25%	20.01 - 30	25%	30.01 - 50	25%	40.01 - 60	25%
		>20	50%	>30	50%	>50	50%	>60	50%
	Basic	0 - 20	No Credit	0 - 25	No Credit	0 - 30	No Credit	0 - 35	No Credit
		20.01 - 30	10%	25.01 - 40	10%	30.01 - 50	10%	35.01 - 60	10%
		30.01 - 50	25%	40.01 - 60	25%	50.01 - 80	25%	60.01 - 90.01	25%
		>50	50%	>60	50%	>80	50%	>90	50%

TABLE 3: Credit Allowance for Packet Loss Performance Metric

		Performance Tier							
		PT1		PT2		PT3		PT4	
		Measurement	Credit	Measurement	Credit	Measurement	Credit	Measurement	Credit
Class of Service	Premium	0% - 0.001%	No Credit	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit
		0.001% - 2.00%	10%	0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Priority	0% - 0.01%	No Credit	0% - 0.02%	No Credit	0% - 0.04%	No Credit	0% - 0.05%	No Credit
		0.01% - 2.00%	10%	0.02% - 2.00%	10%	0.04% - 2.00%	10%	0.05% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%
	Basic	0% - 1.00%	No Credit	0% - 1.00%	No Credit	0% - 1%	No Credit	0% - 1%	No Credit
		1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%	1.01% - 2.00%	10%
		2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%	2.01% - 4.00%	25%
		>4.00%	50%	>4.00%	50%	>4.00%	50%	>4.00%	50%

Customer shall only be entitled to receive a Performance Objective Credit for one Performance Metric failure per affected portion of the Service per calendar month. For example, if the applicable metric for Jitter and Latency were missed for the same transport connection (Service Location A to Service Location Z) in a given calendar month, Customer will only be entitled to the Performance Objective Credit associated with either the Jitter or Latency failure for such portion of the Service. To qualify for a Performance Objective Credit, Customer must request the applicable Performance Objective Credit from Comcast within thirty (30) days of the end of the applicable calendar month in which the applicable Performance Metric standard was not achieved. Comcast shall not incur any Liability, including Performance Objective Credit, for any failure of the Services caused by force majeure events, Planned Service Interruptions, Customer actions, omissions or equipment, CPE or any other items set forth in the “Exceptions to Credit Allowances” section below.

C. Exceptions and Terms Applicable to All SLAs

1. Emergency Blocking

The parties agree that if either party hereto, in its reasonable and sole discretion, determines that an emergency action is necessary to protect its own network, the party may, after engaging in reasonable and good faith efforts to notify the other party of the need to block, block any transmission path over its network by the other party where transmissions do not meet material standard industry requirements. The parties further agree that none of their respective obligations to one another under the Agreement will be affected by any such blockage except that the party affected by such blockage will be relieved of all obligations to make payments for charges relating to the circuit(s) which is so blocked and that no party will have any obligation to the other party for any claim, judgment or liability resulting from such blockage.

2. Remedy Processes

All claims and rights arising under this Service Level Agreement must be exercised by Customer in writing within the time period set forth in Sections B.1 and B.2, as applicable. The Customer must submit the following information to the Customer’s Comcast account representative with any and all claims for credit allowances: (a) Organization name; (b) Customer account number; and (c) basis of credit allowance claim (including date and time, if applicable). Comcast will acknowledge and review all claims promptly and will inform the Customer by electronic mail or other correspondence whether a credit allowance will be issued or the claim rejected, with the reasons specified for the rejection.

3. Exceptions to Credit Allowances

Comcast’s failure to meet the either of the SLAs set forth on this Schedule A-2 shall not qualify for the remedies set forth herein if such failure is related to, associated with, or caused by: Planned Service Interruptions or other scheduled maintenance events; Customer actions or inactions; Customer-provided power or equipment; any third party not contracted through Comcast, including, without limitation, Customer’s users, third-party network providers, any power, equipment or services provided by third parties; or an event of force majeure as defined in the Agreement.

4. Other Limitations

THE TOTAL CREDIT ALLOWANCES PER CALENDAR MONTH UNDER THIS SCHEDULE A-2 IS CAPPED AT 50% OF THAT MONTH’S MRC FOR THE IMPACTED PORTIONS OF SERVICE. In addition, the remedies set forth in this Service Level Agreement shall be Customer’s sole and exclusive remedies for any Service Interruption, outage, unavailability, delay, or other degradation, or any Comcast failure to meet the service objectives.

AGREEMENT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES

This Economic Development Agreement (“Agreement”) is entered into by and between the City of Rio Communities (the “City”), and Albuquerque Regional Economic Alliance (“AREA”), a New Mexico non-profit corporation (each a “Party” and collectively referred to as the “Parties”). The Agreement shall be effective (“Effective Date”) upon signature of both Parties.

WHEREAS, the Parties acknowledge and agree that any previous contract relating to the subject matter herein is terminated and replaced with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and AREA agree as follows:

I. RESPONSIBILITIES OF AREA

- A. MISSION:** AREA is an economic development organization working through a public-private partnership of local businesses and governments to retain, attract, grow, and create sustainable businesses in the four-county region
- B. GOALS:** AREA is guided by and strategically focused on the following specific long-range goals:
 1. **BUILD NATIONAL IDENTITY AS A PREMIER LOCATION FOR BUSINESS** to grow & diversify industry, jobs, and investments
 2. **ATTRACT, RETAIN AND ALIGN TALENT** to strengthen our regional competitiveness
 3. **ELEVATE THE REGION** to achieve regional, inclusive economic growth
- C. AREA ACTION PLAN:** In accordance with the responsibilities set forth above and subject to the availability of adequate funding, AREA shall implement strategic action plans adopted by its Board of Directors, Economic Development Professionals Advisory Council and Public Sector Advisory Council. The City shall be entitled to provide input on these action plans through its participation in these advisory groups as specified in Sections II.A, II.B and II.C. of this Agreement. The City acknowledges and agrees that AREA may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel, or defer certain activities as required by a result of changing market conditions, funding availability, or other circumstances beyond AREA’s reasonable control.
- D. SCOPE OF WORK:** The Scope of Work is to be completed within the time frames required by the City. AREA is responsible for the end project and will work with the City to collectively establish and work within an agreed upon framework of “regional project recruitment” and within an education and outreach capacity to avoid duplication and support the requirements of regional collaboration. All partners shall make their best efforts to minimize costs to the City.

1. **REPRESENTATION & REPORTING:** AREA will provide regular reports to the City detailing its progress in implementing such plans through the Advisory Councils and at public programs and meetings upon request.
2. **LEAD GENERATION:** AREA will provide responses to client inquiries with regional data on behalf of the City, conduct targeted outbound lead generation efforts, host of site selection consultant tours; execute bi-monthly site selection consultant informational blasts; coordinate and execute inbound and outbound press trips; and align with the local brokerage community through formal partnerships.
 - a. AREA will outline any cost to be incurred by the City to create collateral materials for inclusion into lead generation marketing efforts.
 - b. AREA will provide industry cluster advantage information for the regional partner area and articulate a plan for highlighting differences and advantages of each regional partner.
 - c. AREA will work as the City's funded and designated economic development entity on all regional solicitations or partnership required to support regional recruitment efforts. General solicitations within the City to support regional recruitment efforts will also be coordinated among other economic development representatives and agencies as requested by the City.
3. **COMMERCIAL SPACE DEVELOPMENT:** AREA will focus efforts on marketing to national developers and real estate investment trusts (REIT's) to attract new investment and speculative development to the region and will work to create a regional site readiness program.
4. **CONSULTATIVE AND DATA SERVICES SUPPORT:** AREA will provide the City and its assigned representative(s) access to its online jobs board, SizeUp business intelligence software, ABQSites.com property database, demographic and community profiles, labor analytics database, economic impact modeling and metro-comparable analysis tools. AREA will also prepare and also deliver annual updates, reports and insights on topics such as competitiveness and economic indicators.
5. **PARTICIPATION IN MARKETING EVENTS:** Representative(s) of the City shall be entitled to participate in AREA's marketing events provided that such participation shall not be at AREA's additional expense.
6. **PROVISION OF ASSISTANCE:** When requested and appropriate, AREA will use its best efforts to provide assistance and support to the City's economic development staff and designees for business location prospects identified and qualified by the City and assist the City with presentations to prospects in the City or corporate locations. These efforts include working in partnership with the State of New Mexico Economic Development Department (NMEDD) and the New Mexico Partnership.
7. **REPORTING:** AREA will provide timely updates on the number of Public Sector partner investment commitments and representatives. AREA staff will provide and

present at a public meeting of the City as requested as well as a annual report to included regional economic impact of strategic initiative results as contracted.

II. ADDITIONAL AGREEMENTS OF THE PARTIES

- A. ECONOMIC DEVELOPMENT PROFESSIONALS ADVISORY COUNCIL REPRESENTATION:** AREA will organize and lead this advisory council, which will develop and follow set protocol for issues such as: business attraction, retention, and expansion; external marketing and communications; and existing business retention and expansion. This council will meet no less than six (6) times per year. The City shall also appoint one (1) economic development professional from its staff, local economic development partner organization, or other qualified community member, subject to the approval of AREA, to represent the City on AREA's Economic Development Professionals Advisory Council. The City shall submit its appointment(s) in writing to the AREA President & CEO within thirty (30) days of the Effective Date of this agreement.
- B. PUBLIC SECTOR ADVISORY COUNCIL:** The City may appoint one (1) representative to the council as part of this Agreement. This council shall include one (1) representative, either an elected official or chief administrative officer, for each public sector entity in good standing with the Corporation for the purposes of regional collaboration and alignment and will meet no less than two (2) times per year. The City shall submit its nomination in writing to the AREA President & CEO within thirty (30) days of the Effective Date of this agreement.
- C. PERFORMANCE TARGETS:** Specific performance targets shall be established by AREA's Board of Directors and shall be used to evaluate and report progress on AREA's implementation of strategic action plans. AREA will provide regular reports to the City detailing its progress in implementing such plans through the Advisory Councils and at public programs and meetings upon request. As required by a result of changing market conditions, funding availability, or other circumstances beyond AREA's reasonable control, these performance targets may be revised with the approval of the Board of Directors. Performance targets for the 2022 calendar year are attached as Exhibit A.

III. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF AREA'S EFFORTS:** The City shall provide staff support to AREA's economic development efforts as follows:
1. The City shall provide an official economic development representative to represent the City on the Economic Development Professionals Advisory Council, which advises AREA's President & CEO and Board of Directors. This representative may be a staff member with the City or a community representative serving in an economic development capacity on the City's behalf.
 2. The City shall use its best efforts to respond to special requests by AREA for specific information about the City within the time frame specified in such request.
 3. In all joint transactions, the City will work cooperatively with AREA to improve the City's competitiveness and market readiness to support the growth and expansion of targeted industries.

B. RECOGNITION OF AREA: The City agrees to recognize AREA as the City's officially designated four-county regional economic development organization.

C. COMPENSATION:

1. The City agrees to pay \$0.36 per capita annually, as determined by the most current US Census estimate of 4,702 resident, for services to be provided by AREA to the City pursuant to the Agreement. For the fiscal year ending on June 30, 2023, this amount is calculated to \$1,692.72.
2. Nothing herein shall preclude the City from contracting separately with AREA for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and AREA.
3. AREA shall submit the invoice for services to be provided to the City within the first 30 days of the new fiscal year. The City is entitled to receive annual audit reports for AREA and financial reports at Board of Directors meetings held at least three (3) times per year.

D. COOPERATION:

1. The purpose of this Agreement is to set forth the regional economic development program that AREA agrees to undertake, the support that the City agrees to provide, the respective roles of AREA and the City, and the payments of the City to AREA for the City's fiscal year beginning July 1, 2022 and ending June 30, 2023.
2. The parties acknowledge that AREA is a cooperative organization effort between AREA, business leaders, and communities within the greater Albuquerque region. Accordingly, the City and AREA covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering AREA's goals for the fiscal year.
3. The City agrees to work with AREA, as necessary or appropriate, to revise the performance measures, benchmarks, and/or goals for the current agreement.

IV. GENERAL PROVISIONS

A. INDEMNIFICATION AND HOLD HARMLESS: AREA hereby agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees from and against any and all liability, suits, actions, claims, damages, attorney's fees, and costs arising out of or resulting from AREA's and/or any of their subcontractors' employees', agents, or officers' conduct, performance, act(s), error(s), or omission(s) relating in any manner whatsoever to this Agreement. Provided, however, nothing in this Agreement shall be construed to require AREA to defend, indemnify, and hold harmless the City, its officers, agents, and employees from and against any liability, suits, actions, claims, damages, and attorney's fees resulting from the negligence of the City, its officers, agents, and employees.

B. INSURANCE: AREA shall procure and maintain for the duration of this Agreement, at AREA's own cost and expense, insurance against claims for injuries to persons or damages

to property which may arise from or in connection with this Agreement by AREA, its agents, representatives, employees, or contractors.

C. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, AREA will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation and identity, national origin, ancestry, age, genetic information, citizenship, medical condition or illness, AIDS/HIV, ethnic background, physically or mentally disabled, retaliation, criminal record, military or veteran status, marital status, or political activities or affiliations, status as a victim of domestic violence, sexual harassment, assault, or stalking. AREA also makes reasonable accommodations for handicapped and disabled employees. Finally, AREA prohibits the harassment of any individual on any basis listed above, or any other consideration made unlawful by federal, state or local laws. All such discrimination is unlawful and will not be tolerated.

D. NONLIABILITY OF OFFICIALS AND EMPLOYEES: No member, official, or employee of the City will be personally liable to AREA, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to AREA or successor, or on any obligation under the terms of this Agreement. No member, official, or employee of AREA will be personally liable to the City, or any successor in interest, in the event of any default or breach by AREA or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

E. NOTICE: Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing or delivered by electronic transmission, as designated by each Party, using the contact information below. Notices or communications in writing shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return-receipt requested) to the respective Parties. Notices or communications may be delivered by electronic mail or facsimile, as designated by each Party, in a manner that creates a record that is capable of being retained, retrieved, and reviewed, and that may thereafter be rendered into clearly legible tangible form, unless or until either party revokes consent of use of that means of transmission for communications or either Party is unable to deliver communications by that means.

If to AREA:
Danielle Casey, President & CEO
Albuquerque Regional Economic Alliance
201 3rd Street NW #1900
Albuquerque, NM 87111

If to the City:

F. OWNERSHIP OF WORK PRODUCT: City acknowledges and agrees that all work product prepared by or created by AREA for, arising from, related to, or incorporated in the services to be provided by AREA to the City including, without limitation, all ideas, concepts, inventions, expressions, information, material, works of authorship, plans, programs, programming code, systems, work notes, drafts, specifications, design

documents, flow charts, software programs, analyses, data, surveys, print copy, artwork, plates, photo negatives and positives, boards, preliminary outlines, sketches, letters, invoices, proposals, databases, and reports (collectively, “Work Product”) shall be owned solely and exclusively by AREA, including without limitation, all corrections, modifications, and derivative works to such Work Product. The Work Product shall be considered AREA’s Confidential Information. All final deliverables to the City such as annual reports, marketing materials, completed analyses or studies, presentations or other City specific collateral shall be considered shared ownership between AREA and the City.

G. REPRESENTATIONS AND WARRANTIES: The Parties each represent and warrant as follows:

1. Each Party has full power, authority, and right to perform its obligations under the Agreement.
2. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors’ rights generally and equitable remedies).
3. Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party or any law applicable to a Party.

H. RELATIONSHIP OF THE PARTIES; BENEFICIARIES: Nothing in this Agreement will be deemed to create an agency, employment, partnership, fiduciary or joint venture between the Parties. No Party (nor any agent or employee of that Party) shall make any representations or warranties or incur any liability on behalf of the other Party. There are no third-party beneficiaries of this Agreement.

I. MODIFICATIONS: No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by both Parties.

J. ASSIGNMENT: This Agreement and the services contemplated hereunder are personal to AREA and the City and neither Party shall have the right or ability to assign, transfer, or subcontract any rights or obligations under this Agreement without the advanced written consent of the other Party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

K. GOVERNING LAW: This Agreement shall be governed by the laws of the State of New Mexico.

L. COUNTERPARTS/ELECTRONIC SIGNATURES: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

M. SEVERABILITY: Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect

under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

- N. **TERM:** The term of this agreement is one year, ending on June 30, 2023; however, should there be no change to the terms, the agreement shall be considered automatically extended until such times as either the City or AREA notifies the other party that they wish to terminate the agreement in the upcoming fiscal year.
- O. **TERMINATION;** Either the City or AREA may choose not to extend the agreement in the upcoming fiscal year by notifying the other party, in writing, at least 30 days prior to the beginning of that fiscal year.
- P. **ENTIRE AGREEMENT, WAIVERS, AND AMENDMENTS:** This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or AREA, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written:

City of Rio Communities:

Albuquerque Regional Economic Alliance:

Mayor

Danielle Casey, President & CEO

Date

Date

City Manager

Date

Approved as to form:

City of Rio Communities Attorney

Date

EXHIBIT A**2022 Targeted Metrics**

In accordance with its annual Action Plan and metrics as set by its Board of Directors, AREA will also provide an annual report and presentation to the City related to the following measures and performance metrics for the 2022 calendar year:

ACTIVITY / RESULTS MEASURES

- Increase in overall lead generation and qualified projects
- 40+ visits with existing businesses annually
- 2 annual site selector tours in region
- Launch of Industry Advisory Councils
- Year over year increase of overall earned and paid media impressions, with 15% growth targets
- Two+ positive national media articles per year
- 30+ companies promoting hundreds of roles on ABQ.org job board and thousands of potential workers reached - in and out of market
- Development of new speculative commercial space

Performance Metric (3 years of operation results for metrics related to economic impact)	2022 Agreement Goal	2022 Stretch Goal	FY 2021 Actuals (estimated)
Payroll Generated	\$250 m	\$275 m	\$200 m
Direct Jobs Created/ Retained	1,200	1,600	646
Induced Jobs	600	750	740
New Leads Generated	150	160	124
New Qualified Projects	40	45	26
Company Assists	10	12	Not tracked
Direct Economic Impact	\$25 m	\$30 m	\$20.6 m
Total Economic Impact	\$300 m	\$350 m	\$842
Overall ROI to Community	50:1	75:1	175:1

Public Works Pick-Up Truck Purchase - Comparison		
	2023 Ram 2500	2022 Ford F250
Estimated Time of Arrival	Don't Know for Sure, but soon	12/15/2022
Engine	Diesel	Gas
Cab Type	Crew Cab	Crew Cab
2WD/4WD	4WD	4WD
Tow Package	Yes	Yes
Gooseneck Hitch	Yes	No
Color	White	White
Price w/ Options	\$ 67,184.00	\$ 47,411.00

Breakdown of funds to be used for purchase			
Bill Brown Funds	\$	41,502.38	\$ 41,502.38
Capital Project Funds	\$	25,681.62	\$ 5,908.62
Grand Total	\$	67,184.00	\$ 47,411.00

SINCE 1952



FLEET

September 21, 2022

CES Contract #2020-31A-C106-ALL

Rio Communities

2023 Ram 2500 Tradesman, Crew Cab, 4WD, White

MSRP \$51,120.00	CES Discounted Price (-1.25%) \$50,481.00
*6.7L Diesel Engine	\$9,595.00
*7" Color Display	\$75.00
*Power Mirrors	\$195.00
*Limited Slip Differential	\$495.00
*Electronic Transfer Case	\$295.00
*Level 2 Equipment Group	\$1,590.00
*Chrome Appearance Group	\$1,295.00
*UConnect 5 with 8.4" Display	\$795.00
*5 th Wheel/Gooseneck Prep Package	\$545.00
*Protection Group	\$95.00
*Chrome Wheel to Wheel Steps	\$745.00
*Trailer Brake Controller	\$395.00
*Zurich Service Plan	\$588.00
Total with Options	\$67,184.00

Karen Sluga

Melloy CJDR

Melloy Auto Group

357 Emilio Lopez Lp

Fleet/Government Sales

Los Lunas, NM 87031

karen@melloyfleet.com

(505)866-3180

Chalmers Ford PROPOSAL

2500 Rio Rancho Blvd
Rio Rancho, NM 87124

QUOTE TO: City of Rio Communities
Attn: Stephanie Finch

PROPOSAL # 092122-6
 PROPOSAL DATE September 21st, 2022
 MEMBER PO #.
 TERMS Due on Receipt
 SALES REP Diego Martinez
 SHIPPED VIA Pick UP
 F.O.B.
 PREPAID or COLLECT

SHIPPED TO: 2022 Ford F250 Crew Cab XL STX 4x4 Gas Engine - White

Sales Tax Rate: 0.00%

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Statewide Price Agreement #: 00-00000-20-00088		
1	<u>Item #13 Truck 1-Ton, Long Wheel Base, 4x4.</u>	\$ 27,701.00	\$ 27,701.00
	Options:		
	I: Bed liner: Spray-on (black only)	\$ 545.00	\$ 545.00
	M: Bluetooth/Hands free SYNC 3	\$ 550.00	\$ 550.00
	Q: Cruise control	\$ 435.00	\$ 435.00
	AP: Locking rear differential	\$ 690.00	\$ 690.00
	AS: Mirrors: tow, trailer, power	\$ 495.00	\$ 495.00
	BA: Premium Radio	\$ 610.00	\$ 610.00
	BC: Remote keyless entry	\$ 200.00	\$ 200.00
	BE: Running boards	\$ 980.00	\$ 980.00
	BH: Skid plates: Factory installed	\$ 200.00	\$ 200.00
	BX: Trailer brake controller, factory	\$ 460.00	\$ 460.00
	BZ: Trailer towing package and Class 4 hitch	\$ 1,250.00	\$ 1,250.00
	CH: Window tint: Darker than MFG standard	\$ 350.00	\$ 350.00
	CK: Body upgrade to Crew cab	\$ 6,800.00	\$ 6,800.00
	CP: Up fitter Switches (6)	\$ 195.00	\$ 195.00
	DL: STX Package	\$ 2,025.00	\$ 2,025.00
	DR: Ultimate Trailer Tow Package	\$ 1,925.00	\$ 1,925.00
	DS: Heavy Duty Payload Package	\$ 2,000.00	\$ 2,000.00
Quote Valid for 30 Days		SUBTOTAL	47,411.00
Vehicle ETA December		TAX	0.00
		FREIGHT	
			\$47,411.00
			PAY THIS AMOUNT

DIRECT ALL INQUIRIES TO:
 Diego Martinez
 505.712.3913
dmartinez@chalmersford.com