

Southwest New Mexico Council of Governments

PO Box 2157, Silver City, NM, 88062 • Ph: 575-388-1509 • Fax: 575-388-1500 • www.swnmcog.org

AGENDA

The Annual Meeting of the Southwest New Mexico Council of Governments will be held Thursday June 25, 2020 at 10:30 a.m. via <https://global.gotomeeting.com/join/398893973>.

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(224\) 501-3318](tel:+12245013318)

- I. Call to order
- II. Pledge of Allegiance
- III. Roll call of members
- IV. Approval of Agenda
- V. Seating of new members and introduction of guests
- VI. Approval Consent Agenda Items

Minutes for the February 27, 2020; April 8, 2020 and April 22, 2020

Receive any new projects for Clearinghouse Review

1. Project #2717 – SB 232 Ridge Rd Phase III Construction	\$ 580,519
2. Project #2718 - SB 232 Bayard Municipal St. & Drainage	\$ 250,000
3. Project #2719 – SB 232 A St. paving ADA sidewalk Improv.	\$ 100,000
4. Project #2720 – SB 232 High St. Improvements	\$ 225,000
5. Project #2721 – SB Solana Rd. Improvements	\$ 595,000
6. Project #2722 – SB 232 Airport Rd Improvements	\$ 595,000
7. Project #2723 – NMED – 2021 EPA capitalization Project	
8. Project #2724 - LUST Trust Fund Corrective Action Plan	\$1,202,328
9. Project #2725 – LUST Prevention Underground Storage Tank	\$1,027,563
10. Project #2726 – NMED Resource Conservation & Recovery Act	\$ 771,059
11. Project #2727 - Silver City Police Department	\$ 443,195
12. Project #2728 – Santa Clara Senior Center	\$ 200,000
13. Project #2729 – National Park Service	\$ 650,000
14. Project #2730 - NMED McGaffy & Main RI and FS	\$3,108,672
15. Project #2731 – Grants Chlorinated Solvents Plume	\$2,004,788



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16. Project #2732 – CWA Water Quality Management	\$ 200,055
17. Project #2733 - NMED CWA Sect. 106 Support Grant	\$ 200,011
18. Project #2734- International Financial Assistance Projects	\$ 294,000
19. Project #2735- EPA LUST Prevention	\$1,370,084
20. Project #2736 -- NMED Brownfields Response Grant	\$ 406,000
21. Project #2737 – Silver City BJA Community Policing Grant	\$ 740,000

Approval of Paid Holiday Schedule for FY 2020-2021

VII. New Business

A. Election of Officers

B. Approval/Disapproval of 2020 Audit – Debbie Kriegal, CPA Kriegal/Gray/Shaw

C. Approval/Disapproval of 990 Non-profit Reporting – Priscilla C. Lucero/Carney Foy

D. Approval of the Grant-in-aid State Appropriation for FY 2020-2021 – Priscilla Lucero

E. Approval/Disapproval of Fiscal Services Agreement with Columbus for Colonias WPF 5090

F. Approval/Disapproval Resolution # COG 19-20-6 - Resolution to approve the Southwest Regional Transportation Planning Organization (SWRTPO) FFY21-FFY22 Regional Work Program.

G. Approval/Disapproval of Resolution 19-20-7 to Charge off Ford Taurus from Inventory - Priscilla Lucero

H. Approval/Disapproval of Resolution 19-20-8 Certifying in the Inventory

I. Approval/Disapproval of Resolution 19-20-9 Approving the ICIP for 2022-2026

J. Approval/Disapproval Resolution # COG 19-20-10 of the SWNMCOG modifying the NM Retiree Health Care Rate from 2% to 3% effective July 1, 2020

K. Approval/Disapproval of Resolution #COG 19-20-11 of the SWNMCOG establishing the time, date, and notification method for meetings of the SWNMCOG

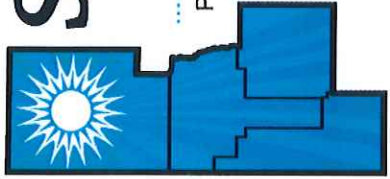
L. Approval Disapproval Resolution # COG 19-20– 12 of the SWNM Council of Governments Modifying the Employee Health Insurance Amount per pay period from July 1 2020 – June 30, 2021

M. Approval/Disapproval Resolution #COG 19-20 – 13 approving the 2020 - 2021 fiscal year budget.



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- N. Approval/Disapproval of Resolution #COG 20-21 -14 of the SWNM Council of Governments approving the NM Retiree Health Care Employee/Employer Contribution Schedule
- O. Approval/Disapproval Resolution # COG 19-20 -15 Amending sections of the Personnel Policy Handbook
- P. Approval/Disapproval Resolution #COG19-20 -16 approving the in-kind contribution agreement with the Town of Silver City
- Q. Approval/Disapproval Resolution #COG19-20-17 approving the in-kind contribution agreement with the City of Deming
- R. Approval/Disapproval for entering into Agreement with the Grant County Beat for FY 21-22
- S. Approval/Disapproval of entering into Agreement for the EDA COVID Supplemental funding
- VIII. Old Business:
- IX. Approval/Disapproval Financial Reports for January 1 – May 31, 2020 – Carney Foy
- X. Receive Economic Development Report – Emily
- XI. Receive Transportation Report – Cerisse
- XII. Receive Executive Director’s Report – Priscilla
- New Community Development Council Representative – Spenser Baca, Silver City CDBG Due July 17, 2020
- New Deadlines - FY 2022-2026 ICIP Submission Deadlines:**
- **Special Districts** – Friday, September 4, 2020
 - **Tribal Governments** – Friday, September 18, 2020
 - **Counties and Municipalities** – Friday, September 18, 2020
 - **Senior Citizen Facilities** – Friday, October 2, 2020
- XIII. Receive Reports from Members
- XIV. Set location of Regular Board Meeting to be held Thursday, August 27, 2020 Silver City Town Annex, 1203 N Hudson, Silver City, NM
- XV. Adjourn



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MINUTES

The Regular Meeting of the Southwest New Mexico Council of Governments was held Thursday February 27, 2020 at the Silver City Town Annex, 1203 North Hudson Street in Silver City, New Mexico.

- I. Chairman Aaron Sera called the meeting to order at 9:00am.
- II. All present said the Pledge of Allegiance.
- III. Emily Gojkovich called roll of the members, she stated that there was a quorum present.

MEMBERS PRESENT

Bill Green	Catron County	Reserve, New Mexico
Lina Cooke	Catron County	Reserve, New Mexico
Mischa Larisch	Grant County	Silver City, New Mexico
Chris Brice	Luna County	Deming, New Mexico
Premal Patel	Luna County	Deming, New Mexico
Kristy Ortiz	City of Bayard	Bayard, New Mexico
Marlena Valenzuela	City of Bayard	Bayard, New Mexico
Aaron Sera	City of Deming	Deming, New Mexico
Freddie Rodriguez	Town of Hurley	Hurley, New Mexico
Sheila Hudman	Village of Santa Clara	Santa Clara, New Mexico
Eric McSpadden	Hidalgo SWCD	Lordsburg, New Mexico
Jessica Etcheverry	Deming Public Schools	Deming, New Mexico
Misty Pugmier	El Grito Head Start	Silver City, New Mexico

OTHERS PRESENT

Priscilla Lucero	Executive Director	SWNMCOG
Emily Gojkovich	Economic Development Planner	SWNMCOG
Cerisse Grijalva	Transportation Planner	SWNMCOG

MEMBERS NOT PRESENT

Tisha Greene	Hidalgo County	Lordsburg, New Mexico
Esquil Salas	Village of Columbus	Columbus, New Mexico
Robert Barerra	City of Lordsburg	Lordsburg, New Mexico
Hilda Kellar	Village of Reserve	Reserve, New Mexico
Alex Brown	Town of Silver City	Silver City, New Mexico
Rulene Jensen	Village of Virden	Virden, New Mexico
Rick Holdridge	Deming SWCD	Deming, New Mexico
Billy Webb	San Francisco SWCD	Glenwood, New Mexico
John Merino	Grant County SWCD	Silver City, New Mexico
Jose Carrillo	Cobre Consolidated Schools	Bayard, New Mexico

Members: Catron County, Grant County, Hidalgo County, Luna County, City of Bayard, Village of Columbus, City of Deming, Town of Hurley, City of Lordsburg, Village of Reserve, Village of Santa Clara, Town of Silver City, Village of Virden, Cobre Consolidated Schools, Deming Public Schools, WNMU, Hidalgo Soil & Water Conservation District, San Francisco Soil & Water Conservation District, Tyrone MDWCA, Rancho Grande MDWCA, Hanover MDWCA, Casas Adobes MDWCA, Lake Roberts MDWCA, Arenas Valley MDWCA, SW Solid Waste Authority



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Joseph Shepard
Curtis Clough
Cray Warner
Wayne Ashby
Robbie Kern
Dora Gonzales
Diana Jiron
Anna Flores

WNMU
Silver Consolidated Schools
Arenas Valley Water Association
Rancho Grande Water Association
Quemado Water Association
SW Solid Waste Authority
Lake Roberts Water Association
Tyrone Property Owners Association
Silver City, New Mexico
Silver City, New Mexico
Arenas Valley, New Mexico
Reserve, New Mexico
Quemado, New Mexico
Silver City, New Mexico
Lake Roberts, New Mexico
Tyrone, New Mexico

- IV. Chairman Sera asked for a motion to approval the Agenda for the regular meeting on February 27, 2020 as presented. Eric McSpadden made a motion to approve the agenda as presented and Kristy Ortiz seconded, Priscilla did let the Board know that the approval of the audit would have to be tabled until the April meeting as the auditor was sick and could not make it. Motion passed.
- V. Seating of New Members and Introduction of Guests: all those in attendance introduced themselves.
- VI. Chairman Sera asked for an Approval of Consent Agenda Items. Kristy Ortiz made a motion; Linda Cooke seconded, there was no discussion. Motion passed.

A. Minutes for the November 7, 2019 Board Meeting and Executive Committee Minutes
January 3, 2020; February 3, 2020

B. Receive any new projects for Clearinghouse Review

1. Project # 2693 – NMDOH Lead Testing in School & Technology	\$ 294,000
2. Project # 2694 – HB 694 – Industrial Park Business Loop	\$2,595,489
3. Project # 2695 – HB 694 – N. Hurley Avenue	\$1,553,852
4. Project # 2696 – HB 694 – Altura Ave/NM -11	\$ 444,000
5. Project # 2697 – HB 694 – Maple St. Bridge	\$ 836,000
6. Project # 2698 – HB 694 – Petrita Ave Repaving Improvements	\$ 422,571
7. Project # 2699 – NMED San Mateo Creek Basin Groundwater	\$ 664,677
8. Project # 2700 – NMED Multi-Purpose Grant Application	\$ 143,797
9. Project # 2701 – Colonias Silver City Ridge Road Construction	\$1,145,000
10. Project # 2702 – Colonias Luna County PER	\$ 60,000
11. Project # 2703 – Colonias Santa Clara Bellm & Caddell Water Imp.	\$1,036,000
12. Project # 2704 – Colonias Hurley A St. Road & Drainage Imp.	\$ 750,000
13. Project # 2705 – Colonias Grant County N Hurley Phase III Road Proj.	\$ 144,000
14. Project # 2706 – Colonias Grant County Indian Hills Sewer Proj.	\$ 555,000
15. Project # 2707 – Colonias Grant County Hwy 180 Hwy 90 Bypass Rd	\$ 300,000
16. Project # 2708 – Colonias Grant County Arenas Valley Road Imp.	\$ 197,000
17. Project # 2709 – Colonias Grant County Ridge Road	\$ 200,000
18. Project # 2710 – Grant County Silver Acres Master Plan	\$ 250,000
19. Project # 2711 -- Freeport Silver City Recreation Master Plan	\$ 40,000
20. Project # 2712 – NMED Statewide Pollution Control S. 103	\$ 237,777
21. Project # 2713 – Colonias Majestic View/Solana Rd Deming	\$ 375,000
22. Project # 2714 – Colonias Grant County Little Walnut Rd	\$ 271,500
23. Project # 2715-- Colonias Deming Landfill Expansion	\$ 776,355
24. Project #2716 – Silver City Water System Improvements	\$ 901,815



VII. New Business

A. Approval/Disapproval Resolution # COG 19-20-3 Amending the Budget. Priscilla explained that there was an agreement between the Town of Silver City and the Juvenile Justice Board to match \$10,000 dollar for dollar for youth activities and the \$10,000 had to go to a non-profit so the SWNMCOG was acting as a fiscal agent. Priscilla also explained that there was \$600 in sponsorships for Colonias Day which the \$600 would also be put in the non-profit line item and would be reported on the 990 form. Chairman Sera asked for an approval of Resolution #COG 10-20-3 Amending the Budget. Kristy Ortiz made a motion to approve the Amendment of the Budget; Eric McSpadden seconded the motion, there was no discussion. Motion passed.

B. Approval/Disapproval of Audit for Fiscal Year 2019 was tabled until the April COG Board Meeting. Kristy Ortiz made a motion; Linda Cooked seconded the motion, there was no discussion. Motion passed.

C. Approval/Disapproval Purchase of New Vehicle-Priscilla explained that the SWNMCOG went out for quote and it sent out to 4 dealerships, as the current 2015 Taurus has almost 135,000 and we have been starting to have issues with it. The only quote the SWNMCOG has received so far was from Smith Ford in Lordsburg; rebates run out in March. Kristy asked about using State Purchasing rather than request quote because Kristy was wondering about the quote being over \$20,000. Priscilla explained that we had trouble in the past when we used State Purchasing. Chairman Sera asked for an approval of the purchase with Priscilla tasked with checking the procurement code under tangible items. Sheila Hudman made a motion to approve the purchase of the new vehicle; Kristy Ortiz seconded the motion, Eric McSpadden recused himself, as he is the owner of Smith Ford. There was no further discussion. Motion passed.

VIII. Old Business:

IX. Approval/Disapproval Financial Reports for November, December, January-Priscilla we are working with Glenda to help her get through the transition of the books, as her mother, Debbie Greene had passed away unexpectedly last month. Priscilla explained that we are right on target with expending the funds. Chairman Sera reported that the Financial Policies are under the Consent Agenda had to be changed a little with the recommendation of the auditor. Priscilla explained that we had to include a credit card policy, as we finally got a credit card in order to pay for travel expense and other expenses that require a credit card such as the website, etc. Chairman Sera explained that he feels comfortable were the COG is at now, since Silver City and Deming's financial personnel came to help work audit issues out with Priscilla and Emily. Chairman Sera asked for a motion to approve the financial reports for November, December, and January. Sheila Hudman made a motion to approve the financial reports and Kristy Ortiz seconded the motion. There was not any other discussion. Motion passed.

X. Receive Economic Development Report – Emily reported that she had been working on the Deming Comprehensive Plan and that now it would be able to be used as the Affordable Housing Plan, as well, once approved by MFA. Emily also reported that she had to give more money to a few of the Imagination Library affiliates including Luna and Sierra counties and that was a good sign since we are trying to expend another \$50,000. Emily explained to the group that she would



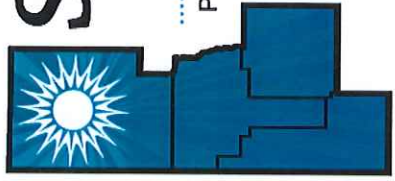
start working on the CEDS and she would be holding meeting in the respective counties; all board members need to encourage participation at these meetings so the CEDS is a strong document.

- XI. Receive Transportation Report – Cerisse- reported that the Build Grant is due May 18th, it is the old TIGER Grant. Cerisse told everyone that there was a webinar 2/27/2020 if anyone was interested. Cerisse explained that rural areas could receive a 100% of funding but nothing prior to the agreement cannot be used as matched. Cerisse also explained that the TAP, RTP, CMAP all have calls for project in May 2021 with the application due in 2023. Cerisse told the Board that the Transportation LGRF didn't get any additional money like last year.
- XII. Receive Executive Director's Report – Priscilla-Colonias were just submitted on February 17th, she hasn't found out how many applications applied, \$19.9 million in Colonias allocation. March 25th is presentation for Colonias in Alamogordo. April 21 for Colonias awards in Lordsburg. CDBG are due June 11th. Census is going to be sent out March 12th. During the Legislative Session COGs did not get an increase and shouldn't expect to get any. ICIP are important to have as the Governor's office is looking at closely at them to fund projects. There is a Capital Outlay form on the Governor's website that no one was aware of.
- XIII. Receive Reports from Members-none /
- XIV. Set location of Regular Board Meeting to be held Thursday, April 23, 2020 Silver City Town Annex, 1203 N Hudson, Silver City, New Mexico. Chairman Sera suggested to look at doing the COG Board on April 21st along with the Colonias Awards in Lordsburg, New Mexico so everyone only has to travel once.
- XV. Adjourn Chairman Sera asked for a motion to adjourn. Kristy Ortiz made a motion to adjourn and Jessica Etcheverry seconded. There was no other discussion. Motion passed.

ATTEST:

Aaron Sera, Chair

Priscilla Lucero, Secretary



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EXECUTIVE COMMITTEE MEETING MINUTES

April 8, 2020 at 1:30 pm

MEMBERS PRESENT:

Aaron Sera, Chair
Alex Brown, Vice Chair
Priscilla Lucero, Secretary

Meeting was called to order at 1:30 pm in Silver City. Priscilla explained that the Village of Santa Clara is requesting that we apply for the National Park Service grant. With the COG as the applicant, we could subcontract out for three projects to include the Ft. Bayard nursing quarters, Town of Silver City waterworks building and the New Deal theater in the amount of \$675,000.

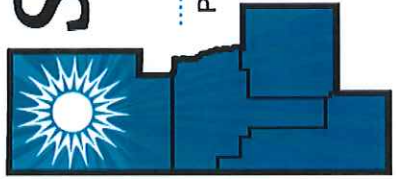
Alex moved to approve to have the SWNMCOG apply for the National Park Service grant, Aaron seconded. All in favor. Motion carried.

Meeting was adjourned at 1:40.

ATTEST:

Aaron Sera, Chair

Priscilla C. Lucero, Secretary



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EXECUTIVE COMMITTEE MEETING MINUTES

April 22, 2020 at 11:00 am

MEMBERS PRESENT:

Aaron Sera, Chair
Alex Brown, Vice Chair
Priscilla Lucero, Secretary

Meeting was called to order at 11:00 pm in Silver City. Priscilla explained that Bookkeeping Plus had sent a letter of termination for May 1, 2020. Priscilla requested quotes for accounting services and the responses were as follows:

Morones and Knuitten – They submitted an email that they would be unable to respond due to the work load.

Stone and McGee - No response and followed up and were still non-responsive.

Carney Foy – Submitted a request for \$1200 a month plus gross receipts and a \$2500 set-up fee.

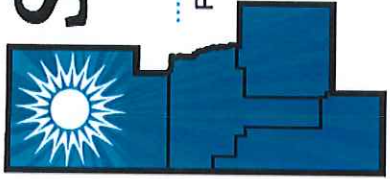
Alex moved to approve Carney Foy Certified Public Accountant for bookkeeping services, Aaron seconded. All in favor. Motion carried. Priscilla will develop a contract for execution.

Meeting was adjourned at 11:15.

ATTEST:

Aaron Sera, Chair

Priscilla C. Lucero, Secretary



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Date: June 25, 2020
To: Aaron Sera, Chairman and SWNMCOG Board Members
From: Priscilla C. Lucero
Subject: Fiscal Year 2020-2021 Paid Holiday Schedule

Holiday

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Day
Martin Luther King Day
President's Day
Memorial Day

Observed

July 3, 2020
September 7, 2020
November 11, 2020
November 26- 27, 2020
December 24, 2020
December 25, 2020
January 1, 2021
January 18, 2021
February 15, 2021
May 31, 2021

Members: Catron County • Grant County • Hidalgo County • Luna County • City of Bayard • Village of Columbus
City of Deming • Town of Hurley • City of Lordsburg • Village of Reserve • Village of Santa Clara • Town of Silver City
Village of Virden • Black Range Resource Conservation & Development • Cobre Consolidated Schools
Deming Public Schools • Deming Soil & Water Conservation District • El Grito Head Start, Inc
Hidalgo Soil & Water Conservation District • Lordsburg Public Schools • San Francisco Soil & Water Conservation District

FISCAL ADMINISTRATION AGREEMENT

This Fiscal Administration Agreement (“Agreement”) is entered into this 25th day of June 2020 (the “Effective Date”), by and between the **VILLAGE OF COLUMBUS, NEW MEXICO** (“Borrower/Grantee”), and the **SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS**, (“Fiscal Administrator”) (collectively, the “Parties”), for the benefit of the Finance Authority as described below.

WITNESSETH:

WHEREAS, the Borrower/Grantee is a legally and regularly created, established, organized and existing incorporated municipality under the general laws of the State and more specifically, the Municipal Code, NMSA 1978, §§ 3-1-1 through 3-66-11, as amended; and

WHEREAS, the Fiscal Administrator is a legally and regularly created, established, organized and existing multi-jurisdictional planning entity, in good standing under the general laws of the State and more specifically, the Regional Planning Act, NMSA 1978, §§ 3-56-1 through 3-56-9; the Planning District Act, NMSA 1978, §§ 15-59-1 through 15-59-6; and the Executive Orders of the New Mexico Governor dated January 2, 1969 and January 10, 1973 regarding Planning and Development Districts in the State of New Mexico, each as amended; and

WHEREAS, the New Mexico Finance Authority (“Finance Authority”) awarded funds to the Borrower/Grantee and in order to secure such award, the Borrower/Grantee must procure fiscal administration services, satisfactory to the Finance Authority, to properly administer the funds; and

WHEREAS, the Borrower/Grantee desires that the Fiscal Administrator provide such services; and

WHEREAS, the Fiscal Administrator wishes to perform such services.

WHEREAS, the Fiscal Administrator has met and will continue to meet the requirements of Executive Order 2013-006 for the life of this Agreement; and

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual promises and covenants contained herein, the parties hereto agree:

ARTICLE 1 – PURPOSE OF AGREEMENT

The purpose of this Agreement is for the Fiscal Administrator to provide fiscal administrative services in connection with funding (the “Loan/Grant” or “Loan/Grant Amount”) received by the Borrower/Grantee with the following terms:

<u>Loan/Grant Number</u>	<u>Loan/Grant Amount</u>	<u>Project Description</u>
WPE-5090 \$1,000,000	Grant \$660,000 Loan \$440,000	NE Channel Phase I

ARTICLE 2 – TERM OF AGREEMENT

This Agreement is effective on **June 25, 2020** and shall continue in effect until the Loan/Grant is repaid in full and the corresponding project is completed or the Loan/Grant funds are re-allocated. Notwithstanding the foregoing, in no circumstances shall this Agreement terminate without the consent of the Finance Authority.

ARTICLE 3 – RESPONSIBILITIES OF FISCAL ADMINISTRATOR

The Fiscal Administrator shall provide the following services for each Loan/Grant. Such services must be performed in accordance with this Agreement and any and all agreements between the Borrower/Grantee and the Finance Authority governing each Loan/Grant (the “Loan/Grant Agreement(s)”).

A. Procurement

1. Verify that all contractors or subcontractors providing services or materials in connection with the Loan/Grant are selected in accordance with applicable provisions of the New Mexico Procurement Code, NMSA 1978, §§ 13 1 28 through 13 1 199, as amended, or, if the Borrower/Grantee is not subject to the New Mexico Procurement Code, are selected in accordance with a documented procurement process duly authorized and established pursuant to laws and regulations applicable to the Borrower/Grantee.

2. Verify that the following provision is in every contract or subcontract for services or materials executed in connection with the Loan/Grant which the Borrower/Grantee is a party:

“There shall be no discrimination against any employee or applicant for employment because of race, color, creed, sex, religion, sexual preference, ancestry or national origin.”

3. Verify that any contractor providing construction services in connection with the Loan/Grant posted a performance and payment bond in accordance with the requirements of NMSA 1978, § 13-4-18, as amended.

B. Requisition and Invoicing.

1. Ensure that Loan/Grant funds are expended in accordance with all applicable laws, regulations, and the Loan/Grant Agreement(s) and that the transactions are appropriately accounted for in compliance with such laws, regulations, and the Loan/Grant Agreement(s).

2. Ensure that Loan/Grant funds are used only for Eligible Items and in particular, the scope of work as defined on the term sheet attached to the Loan/Grant Agreement(s).
3. Review, approve and submit Loan/Grant requisitions in the form attached to the Loan/Grant Agreement(s) ensuring the accuracy of each requisition and associated invoices. For construction, ensure that Loan/Grant funds are or will be used in accordance with approved plans and specifications.
4. Ensure that requisitions are supported by certification by the Borrower/Grantee's project architect, engineer, or such other authorized representative of the Borrower/Grantee that the amount of the disbursement request represents the progress of design, construction, acquisition or other project-related activities accomplished as of the date of the disbursement request.
5. Monitor construction of an approved project for compliance with the requirements of the final approved contract and the plans and specifications.
6. Verify the availability and appropriate use of matching funds, including verification of adequate evidence of matching expenditures, as required by the Loan/Grant Agreement(s).

C. Documentation/Records.

1. Retain all records and information relating to the services outlined in the Agreement for at least three (3) years after the termination of this Agreement or as otherwise dictated by applicable law.
2. Make available for inspection by the Borrower/Grantee and the Finance Authority such records or access to records relative to the services outlined in this Agreement.
3. Immediately notify the Borrower/Grantee and the Finance Authority of any operational problems or other occurrence that could impact the Loan/Grant Agreement(s).

ARTICLE 4 – COMPENSATION

The Borrower/Grantee shall pay to the Fiscal Administrator, as compensation for services rendered, upon full and satisfactory completion of the services, reports and deliverables outlined in this Agreement as follows:

The Village of Columbus agrees to pay SWNMCOG 2% of the total award. It is agreed that the Village of Columbus will pay the first half \$11,000 at the commencement of the project and the remaining \$11,000 at the completion of the project.

Total compensation under this Agreement shall not exceed \$22,000.00 and shall not exceed any maximum reimbursable amount outlined in any law, regulation or policy governing the Loan/Grant Agreement(s).

ARTICLE 5 – STANDARD OF CARE

The Fiscal Administrator hereby represents that it is an expert in providing the services contemplated by this Agreement. Therefore, over and above, and in addition to, any fiduciary or other obligations under applicable law, the Fiscal Administrator agrees that it shall at all times exercise at least the degree of care and competence as would a professional expert with superior skills in providing the services outlined in this Agreement.

ARTICLE 6 – STATUS OF FISCAL ADMINISTRATOR

The Fiscal Administrator is an independent contractor performing professional services for the Borrower/Grantee as described herein, and nothing herein contained shall be deemed to create an agency relationship between the Fiscal Administrator and the Borrower/Grantee. The Fiscal Administrator is not an employee of the Borrower/Grantee. In no event shall the Fiscal Administrator be entitled to participate in, or be entitled to receive any benefits from the Borrower/Grantee's employee benefit plan, nor shall the Fiscal Administrator be entitled to accrue leave, retirement, insurance, bonding authority, use of Borrower/Grantee's vehicles, or any other benefits accorded to employees of the Borrower/Grantee as a result of this Agreement. The Fiscal Administrator acknowledges that it is responsible for any and all reporting required to be made to any taxing authority for income tax purposes. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 7 – ASSIGNMENT

The Fiscal Administrator shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Borrower/Grantee and the Finance Authority.

ARTICLE 8 – SUBCONTRACTING

The Fiscal Administrator shall not subcontract any portion of the services to be performed under this Agreement.

ARTICLE 9 – RECORDS AND AUDITS

As provided in Article 3, Paragraph C, the Fiscal Administrator shall maintain detailed records of all fees and expenses for three years from the expiration or termination of the Agreement. Those records shall be subject to inspections and audit by the Borrower/Grantee and its authorized representatives. The Borrower/Grantee shall have the right to audit billings both before and after payment. Payment under this Agreement shall not preclude the right of the Borrower/Grantee to recover excessive or illegal payments.

ARTICLE 10 – INDEMNIFICATION

The Fiscal Administrator shall indemnify, to the extent permitted by applicable law, and hold the Borrower/Grantee, its officers, directors, agents, employees and assigns, harmless from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including attorneys' fees) arising out of any material breach of the Fiscal Administrator's representations and warranties as set forth herein, any third party claim of infringement regarding the services, or any other failure of the Fiscal Administrator to comply with the obligations to be performed hereunder. Notwithstanding anything to the contrary above, the Fiscal Administrator shall have no indemnification obligations under this Article with respect to any claims that the Borrower/Grantee (in its reasonable and good faith business judgment) determines are without merit. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

ARTICLE 11 – AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing that is executed by both Parties, with the written consent of the Finance Authority.

ARTICLE 12 – NOTICES

All notices, or other communications regarding the implementation of this Agreement shall be in writing and shall be deemed to have been given when delivered by registered or certified mail or overnight carrier. Notices shall be addressed to:

Borrower/Grantee:	Name:	Mayor
	Address:	P.O. Box 350 Columbus, New Mexico 88029-0350
Fiscal Administrator:	Name:	Executive Director
	Address:	P.O. Box 2157 Silver City, New Mexico 88061
Finance Authority	Name:	Chief Executive Officer
	Address:	207 Shelby Street Santa Fe, New Mexico 87501

ARTICLE 13 – SCOPE OF AGREEMENT

This Agreement incorporates all the agreements and understandings between the parties concerning its subject matter, and all agreements and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents concerning the subject matter of this Agreement is valid or enforceable unless included in this Agreement.

ARTICLE 14 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 15 – EQUAL OPPORTUNITY COMPLIANCE

The Fiscal Administrator agrees 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.

ARTICLE 16 – APPLICABLE LAW

This Agreement shall be governed by the laws of the State of New Mexico. Venue shall be proper in the Judicial District Court for the county in which the Borrower/Grantee is located.

ARTICLE 17 – PENALTIES FOR VIOLATION OF LAW

The New Mexico criminal statutes impose felony penalties for bribes, illegal gratuities and kickbacks.

ARTICLE 18 – FULL AUTHORITY

Fiscal Administrator and the Borrower/Grantee represent that (i) each has all rights, power and authority necessary to enter into and perform this Agreement, (ii) that neither the Fiscal Administrator nor the Borrower/Grantee has granted any third party rights inconsistent with the rights and obligations of the other party, and (iii) both Fiscal Administrator and the Borrower/Grantee shall reasonably cooperate with the other party in connection with their respective rights and obligations.

ARTICLE 19 – FACSIMILE/COUNTERPARTS

This Agreement may be executed in counterparts and may be returned signed by electronic e-mail or facsimile.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 25th day of June 2020.

VILLAGE OF COLUMBUS,
LUNA COUNTY, NEW MEXICO

By _____ DATE _____
Esequiel Salas, Mayor

SOUTHWEST NEW MEXICO
COUNCIL OF GOVERNMENTS

By _____ DATE _____
Priscilla C. Lucero, Executive Director

APPROVED:
NEW MEXICO FINANCE AUTHORITY

By _____ DATE _____
_____(Name)
_____(Title)

RESOLUTION #COG 19-20-06

RESOLUTION OF THE SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS (SWMCOG) APPROVAL OF THE SOUTHWEST REGIONAL TRANSPORTATION PLANNING ORGANIZATION (SWRTPO) FFY21-FFY22 REGIONAL WORK PROGRAM

WHEREAS, the Southwest New Mexico Council of Governments is the entity responsible for transportation planning in the region comprised of Catron, Grant, Hidalgo, and Luna Counties; and

WHEREAS, NM Department of Transportation is requiring the Southwest Regional Transportation Planning Organization (SWRTPO) to comply with the State and Federal requirements for a Regional Work Program; and

WHEREAS, the Southwest Regional Transportation Planning Organization (SWRTPO) desires to comply with the State and Federal requirements; and

WHEREAS, the SWRTPO encourages public participation at their meetings;

NOW, THEREFORE BE IT RESOLVED BY THE SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS THAT:

1. The attached document represents the Southwest Regional Transportation Planning Organization's FFY21-FFY22 Regional Work Program.

Done this 25th day of June, 2020 at a regular meeting held in Silver City, New Mexico.

ATTEST:

Aaron Sera, Chairman

Priscilla C. Lucero, Secretary-Treasurer

Southwest New Mexico Council of Governments
SOUTHWEST REGIONAL TRANSPORTATION PLANNING ORGANIZATION
FFY 2021 – 2022 REGIONAL WORK PROGRAM
October 1, 2020 – September 30, 2022

Introduction and Purpose

The Regional Work Program sets forth those activities for which the SWRTPO Planner will carry out on behalf of SWRTPO. The work program includes tasks and activities expected by NMDOT to meet its requirements and also includes activities that may be unique to the SWRTPO and for which the SWRTPO would like the SWRTPO Planner to address, as time permits, within their work schedules. These combined tasks help move the Southwest RTPO forward as it develops, improves, and strengthens the southwestern multimodal regional transportation network.

The following are functions and task orders that the Southwest New Mexico Council of Governments will complete in fulfillment of the contract for management of the Southwest Regional Transportation Planning Organization (SWRTPO) for Federal Fiscal Years (FFY2021 – FFY2022) October 1, 2020 through September 30, 2022.

The Southwest Regional Transportation Planning Organization consists of four counties which include Catron, Hidalgo, Grant, and Luna Counties. It consists of nine municipalities that include Reserve, Virden, Lordsburg, Silver City, Santa Clara, Bayard, Hurley, Deming, and Columbus. The Southwest Region is unique in which it has two part of entries and the Gila National Forest.

Function 1. Long-Range Planning and Implementation

Task 1.1 Initiate and coordinate long-range regional transportation planning with other local, regional and statewide planning initiatives. Collaborate with NMDOT and other partners to identify and document current and future transportation needs, plans, and projects for inclusion in the RTPO Long-Range Regional Transportation Plan (RTP).

1.1.1 Review and update the RTP, including tasks and goals, at least once every five years in coordination with the NMDOT Long Range Statewide Transportation Plan (LRSTP) update.

1.1.2 Conduct and/or participate in corridor studies, transportation-related subarea plans, and regional and local multi-modal and intermodal planning activities, including bicycle master plans, comprehensive plans, transportation plans, safety plans, etc.

1.1.3 Support and coordinate long-range regional transportation planning with other local, regional, and statewide planning initiatives, such as Infrastructure Capital Improvement Plans (ICIP), the Statewide Transportation Improvement Program (STIP), and legislative capital outlay priorities.

Task 1.2 Create and implement a strategic plan for implementation of the action items identified by RTPO members and stakeholders as part of the RTP development

SWRTPO RWP Boilerplate
Updated: June 4, 2020

process.

Function 1	Budgeted Hours ('21)	Actual Hours	Other Specific Costs	Budgeted Hours ('22)	Actual Hours	Other Specific Costs
FFY 2021/2022 Budget	358	N/A	2,549.64	358	N/A	2,549.64
1 st Quarter						
2 nd Quarter						
3 rd Quarter						
4 th Quarter						
Balance						

Function 1 Activity Tracking – 2021

1 st Quarter Report
2 nd Quarter Report
3 rd Quarter Report
4 th Quarter Report

Function 2. Technical Support and Data Management

Task 2.1 Collect and manage data, perform technical planning and plan development, in coordination with the transportation goals, trends and needs developed and identified in the RTP.

2.1.1 Collect and evaluate new population, economic development, travel demand and forecast data, projects and trends to inform regional planning efforts, and distribute this information with local counties and communities. Data to be collected and maintained by the RTPO may include land use data, demographic and population data, freight data, traffic count and crash data, and any other data that supports the goals and actions outlined in the RTP.

2.1.2 Assist project applicants with analysis, data collection and other technical support for transportation planning, project identification, and project development.

Task 2.2 Assist RTPO members and work with NMDOT staff on roadway and corridor-level classification and analysis, in accordance with the currently adopted rules, guidelines, and procedures. Keep members informed about criteria, timelines, and requirements for submittal of proposals to modify classifications.

2.2.2 Assist RTPO members and work with NMDOT staff on post-Census Urban Area Boundary Smoothing, as appropriate. Keep members informed about criteria, timelines, and requirements for submittal of proposals to modify Urban Area and Small Urban Area designations, based on FHWA Area Definitions.

Function 2	Budgeted Hours ('21)	Actual Hours	Other Specific Costs	Budgeted Hours ('22)	Actual Hours	Other Specific Costs
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FFY 2021/2022 Budget	358	N/A	2,549.65	358	N/A	2,549.65
1 st Quarter						
2 nd Quarter						
3 rd Quarter						
4 th Quarter						
Balance						

Function 2 Activity Tracking – 2021

1 st Quarter Report	
2 nd Quarter Report	
3 rd Quarter Report	
4 th Quarter Report	

Function 3. Project Development and Monitoring

Task 3.1 Assist project applicants in developing projects.

- 3.1.1 Provide information to potential applicants about funding opportunities.
- 3.1.2 Assist project applicants to identify projects that may be eligible for transportation funding from federal, state or other sources, based upon appropriate local, regional and state-wide plans and applicable data
- 3.1.3 Assist project applicants with applications for NMDOT federal and state transportation funding programs. Follow current adopted New Mexico Administrative Code (NMAC) and/or program guides provided by NMDOT for project eligibility, program guidelines, and application timelines. Submit all complete applications to the designated NMDOT coordinator in accordance with the schedule outlined in the applicable NMAC and/or guide(s).

3.1.4 Assist project applicants with identification of safety issues that warrant Road Safety Assessments, Safety Plans and/or qualify for Highway Safety Improvement Program funding.

Task 3.2 Manage preliminary project review process.

3.2.1 Establish and implement a process for RTPO members to prepare and submit Project Feasibility Forms (PFFs) and Project Prospectus Forms (PPFs), through coordination with NMDOT District(s).

3.2.2 Assist project applicants with development of PFFs and PPFs; ensure that all members are fully informed of the process and timelines, and support entities in accessing all forms and data required by project applicants to complete the forms. Ensure members are informed of Americans with Disabilities Act (ADA) and Title VI plan requirements for all recipients of federal funds.

3.2.3 Work with RTPO members to establish scoring criteria for project prioritization, based on goals and action items included in the RTP, the current NMDOT LRSTP, the Active Transportation and Recreational Programs Guide, Congestion Mitigation and Air Quality Improvement (CMAQ) Program Guide and other guidance from NMDOT.

3.2.4 Develop and maintain a prioritized list of projects based on the regional goals articulated in the RTP, and the statewide goals in the NMDOT LRSTP, as well as Technical and Policy Committee review and input. This list will serve as the Regional Transportation Improvement Program Recommendations (RTIPR) list and be submitted to the NMDOT District for potential federal and state funding opportunities on an every-other-year basis (at a minimum). RTIPR development will occur based on this schedule:

December-February: Announce new projects to be submitted with a PFF form

March: Conduct PFF meetings with NMDOT District 1 and the entity

April: Receive PFF and prioritize new projects onto the RTIPR

Task 3.3 Provide assistance to local governments interested in pursuing transportation system development and coordination activities.

3.3.1 Facilitate prioritization of Public Transit Program applications for the RTPO area in response to the state-wide prioritization schedule established by NMDOT Transit and Rail Section staff. Submit the results to the NMDOT Transit Bureau in accordance with that schedule. Include the results in the RTPO RTIPR.

3.3.2 Support efforts on regional transportation system development, through coordination with local entities and NMDOT Transit & Rail Division.

Task 3.4 During the month of March, coordinate and co-facilitate RTIPR “zipper” meetings with NMDOT Government to Government Unit (GTG) liaison, the appropriate District staff, and applicable RTPOs, if necessary. Notify NMDOT GTG liaison and District staff of the dates, times, and locations for these “zipper” meetings. Submit the combined, prioritized RTIPR to GTG liaison, the District Engineers and all relevant RTPOs within ten days of the prioritization meeting.

Task 3.5 Track the progress of Statewide Transportation Improvement Program (STIP) projects within the RTPO region and ensure regular communication between the project sponsors, NMDOT staff and others to ensure the projects are meeting deadlines outlined in the Tribal/Local Public Agency (T/LPA) Handbook. Keep project applicants informed on project status, including through review of complete regional STIP project lists at meetings, and assist RTPO members with issues that may arise.

Function 3	Budgeted Hours ('21)	Actual Hours	Other Specific Costs	Budgeted Hours ('22)	Actual Hours	Other Specific Costs
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FFY 2021/2022 Budget	408	N/A	2,549.64	408	N/A	2,549.64
1 st Quarter						
2 nd Quarter						
3 rd Quarter						
4 th Quarter						
Balance						

Function 3 Activity Tracking – 2021

1 st Quarter Report	
2 nd Quarter Report	
3 rd Quarter Report	
4 th Quarter Report	

Function 4. Other Activities and Projects

Task 4.1 Coordinate and participate with NMDOT staff on special studies or projects specified in the NMDOT Planning Work Program. Provide periodic updates to RTPO members on the status of the studies/projects and involve the members in this effort as appropriate.

Task 4.2 Coordinate and participate with the Councils of Governments (COGs) and applicable New Mexico State agency staff on legislative studies related to state-wide or RTPO-specific transportation issues, as appropriate.

Task 4.3 Monitor development of federal and state laws affecting the transportation system and provide information about the contents and status to RTPO members.

Task 4.4 Attend RTPO Roundtable and special meetings.

Task 4.5 Attend in-state and out-of-state conferences, training sessions or special meetings for staff and professional development opportunities. This task includes the purchase of any supporting materials that may be needed to coordinate, conduct or attend the conference, training session or meeting. RTPO staff may attend these out-of-state trainings during this RWP:

- APA National Conference
- NADO Annual Conference
- National Rural Transportation Conference
- Transportation Engineering Conference
- Leadership Summit

Municipal League
Infrastructure Finance Conference
National Local Technical Assistance Program Conference

Task 4.6 Participate in miscellaneous transportation-related programs and special projects in the RTPO region.

Function 4	Budgeted Hours ('21)	Actual Hours	Other Specific Costs	Budgeted Hours ('22)	Actual Hours	Other Specific Costs
FFY 2021/2022 Budget	450	N/A	2,549.64	450	N/A	2,549.64
1 st Quarter						
2 nd Quarter						
3 rd Quarter						
4 th Quarter						
Balance						

Function 4 Activity Tracking – 2021

1 st Quarter Report
2 nd Quarter Report
3 rd Quarter Report
4 th Quarter Report

Function 5. General RTPO Support

Task 5.1 Organize and facilitate all meetings of the RTPO in accordance with the Public Participation Plan.

5.1.1 Document the RTPOs public participation process including but not limited to, procedures the RTPO uses to comply with the *New Mexico Open Meetings Act* [NMSA 1978, Sections 10-51-1, *et. seq.*] and 23 CFR 450.

5.1.2 Per the *New Mexico Open Meetings Act* (NMSA, 1978, Section 10-15-1(D)) and 23 CFR 450.210, provide compliant public notice for all official RTPO Committee meetings.

5.1.3 Provide RTPO Committee members, the appropriate NMDOT District staff, and GTG with meeting agendas and information packets no later than seventy-two (72) hours in advance of RTPO Committee meetings.

5.1.4 On an annual basis, provide all eligible T/LPAs with the opportunity to appoint or confirm a representative and alternates to the RTPO Committee.

Task 5.2 Maintain bylaws that clarify and document member entities, responsibilities

and roles, including voting protocols.

- 5.2.1 Maintain a list of RTPO Committee members with contact information and provide a copy of the list to appropriate NMDOT District staff, GTG, member entities, and other regular participants.

Task 5.3 Conduct Outreach Activities.

- 5.3.1 Engage in and document outreach activities and provide citizens and other transportation stakeholders with reasonable opportunities to participate in RTPO processes per 23 CFR 450.

- 5.3.2 Coordinate with RTPO members to maintain a list of entities including newly elected officials and potential members, who will be educated on the RTPO process. Document this outreach and presentations and share any questions or concerns in quarterly reports and with appropriate NMDOT staff.

- Task 5.4 Maintain a website that includes current meeting information and planning documents, as referenced in the Quality Assurance Review (QAR) guidelines. Post a list of current Technical and Policy Committee members and keep this information updated.

- Task 5.5 Coordinate training and professional development opportunities for RTPO members, including developing and maintaining training plans. Assist RTPO members to identify technical training needs and work with NMDOT, LTAP, and other entities to meet those needs. Informing member entities of training opportunities and encouraging participation

Function 5	Budgeted Hours ('21)	Actual Hours	Other Specific Costs	Budgeted Hours ('22)	Actual Hours	Other Specific Costs
FFY 2021/2022 Budget	141	N/A	2,549.65	141	N/A	2,549.65
1 st Quarter						
2 nd Quarter						
3 rd Quarter						
4 th Quarter						
Balance						

Function 5 Activity Tracking – 2021

1 st Quarter Report	
2 nd Quarter Report	
3 rd Quarter Report	
4 th Quarter Report	

Function 6. RTPO Administration

Task 6.1 Produce work products that meet all quarterly work requirements and deadlines per the Planning Procedures Manual (PPM) and submit a summary of activities completed per quarter.

6.1.1 Implement and monitor program expenditures in relation to the annual budget, per the PPM. Ensure documentation on program expenditures and activities are available to the public online and retained as physical copies, which will be reviewed during the annual Quality Assurance Review (QAR).

6.1.2 Submit quarterly Reimbursement Packets per the PPM. Include this report as an informational item on the following RTPO Committee agenda and should reflect all costs outlined in the Invoice.

6.1.3 Submit an Annual Performance and Expenditure Report (APER) each year, per the timeline and procedures documented in the PPM. The APER will be derived from the 4th quarter Quarterly Report, but will include additional descriptions to summarize the activities performed in the past year.

Task 6.2 Solicit and utilize input from RTPO board members to develop the two-year (FFY 2021- FFY 2022) Regional Work Program (RWP) for submittal to the NMDOT by deadlines outlined in the PPM.

6.2.1 Coordinate the RTPO's planning program with other RTPOs and any Metropolitan Planning Organizations (MPOs) or other agencies impacted by and/or associated with activities contained in the RWP.

Task 6.3 Develop an annual budget based on the tasks outlined in the RWP, and include cost-sharing methodologies and calculations for costs that are shared between various Southwest New Mexico Council of Government's programs, in accordance with 2 CFR 200 and the PPM. Apply and illustrate cost-sharing methodologies consistently when submitting quarterly Reimbursement Packets.

Task 6.4 Maintain a Public Participation Plan (PPP) that addresses Title VI and Environmental Justice procedures. Ensure a specific contact person and contact information is listed. Update the PPP in accordance with the PPM schedule or as determined appropriate by RTPO members or staff.

Task 6.5 Submit the Southwest New Mexico Council of Governments Financial Audit for each State Fiscal Year to the NMDOT GTG Liaison, within 30 days of when the audit is released by the State Auditor's Office.

Function 6	Budgeted Hours ('21)	Actual Hours	Other Specific Costs	Budgeted Hours ('22)	Actual Hours	Other Specific Costs
FFY 2021/2022 Budget	437	N/A	2,549.65	437	N/A	2,549.65
1 st Quarter						
2 nd Quarter						
3 rd Quarter						

[illegible]

Function 6 Activity Tracking – 2021

1st Quarter Report
2nd Quarter Report
3rd Quarter Report
4th Quarter Report

Southwest New Mexico Council of Governments
SOUTHWEST REGIONAL TRANSPORTATION PLANNING ORGANIZATION
FFY 2021- 2022 REGIONAL WORK PROGRAM AMENDMENTS
October 1, 2020 – September 30, 2022

(Insert all RWP amendments here)

Southwest New Mexico Council of Governments
SOUTHWEST REGIONAL TRANSPORTATION PLANNING ORGANIZATION
FFY 2021- 2022 REGIONAL WORK PROGRAM BUDGET
October 1, 2020 – September 30, 2022

SWRTPO FFY21/22 Budget Detail	Categories (Year 1)	Categories (Year 2)
Salaries	\$ 65,113.12	\$ 65,113.12
Payroll Expense	\$ 25,839.00	\$ 25,839.00
Advertising	\$ 150.00	\$ 150.00
Computer Expense	\$ 340.00	\$ 340.00
Car Maintenance	\$ 200.00	\$ 200.00
Registration	\$ 1,000.00	\$ 1,000.00
Dues & Subscriptions	\$ 200.00	\$ 200.00
Equipment	\$ 2,000.00	\$ 2,000.00
Insurance & Bonding	\$ 1,500.00	\$ 1,500.00
Postage	\$ 250.00	\$ 250.00
Printing & Stationary	\$ 500.00	\$ 500.00
Professional Fees	\$ 2,000.00	\$ 2,000.00
Contractual	\$ 3,000.00	\$ 3,000.00
Office Supplies	\$ 1,000.00	\$ 1,000.00
Travel	\$ 3,157.88	\$ 3,157.88
Other (please specify)		
TOTAL EXPENDITURES	\$ 106,250.00	\$ 106,250.00
Local Match (20%)	\$ 21,250.00	\$ 21,250.00
Federal Share (80%)	\$ 85,000.00	\$ 85,000.00

Southwest New Mexico Council of Governments

SWRTPO RWP Boilerplate
Updated: June 4, 2020

Glossary of Budget Categories (2 CFR 200)

For each budget item/category, you must explain whether you will provide actuals (timesheets, receipts, etc.) or use a formula for charging the cost to the RTPO program. Information on how to invoice for reimbursable expenses is provided under each budget category.

SALARIES: Costs are based on completed time sheets for each employee that reflect work program activities they have directly worked on. Other staff positions that have part of their salaries allocated may include Executive Director, Finance Specialist, and Executive Assistant. **Cerisse 100% Priscilla 30% Kassy 20%**

RTPOs should bill for personnel time using actuals. That is, each employee working on work program.

PAYROLL EXPENSES: Includes such items as health insurance, retirement benefits, and Social Security and Medicare. **Cerisse 100% Priscilla 30% Kassy 20%**

Fringe benefits should be billed as actual costs associated with the personnel completing RTPO work program functions.

ADVERTISING: This includes advertising of RFPs or public meeting announcements.

COMPUTER EXPENSE: This includes the purchase and/or maintenance of employee's laptop.

CAR MAINTENANCE: This includes maintenance of SWNMCOG vehicle.

DUES, SUBSCRIPTIONS, & REGISTRATION: Refers to costs associated with the planning functions of the RTPO. This may include registration fees for professional development, professional transportation planning publications, and membership in transportation planning organizations.

These costs should be billed as direct expenses.

EQUIPMENT, POSTAGE, & OFFICE SUPPLIES: This line item covers the costs of items such as copier, postage meter, and other equipment maintained for the office.

Equipment lease and maintenance costs may be billed in proportion to the percentage of programming funds received by the entity from FHWA when compared to the organization's overall budget.

INSURANCE & BONDING: This may include liability insurance, vehicle insurance and property insurance.

Insurance expenses may be billed in proportion to the percentage of programming funds received by the entity from FHWA when compared to the organization's overall budget.

PRINTING & STATIONARY: Refers to the production of printed materials in support of program work (copies of plans, meeting agendas, minutes, additional materials, etc.) and printing of business cards and letterheads.

May be billed as a direct cost or in proportion to the percentage of programming funds received

by the entity from FHWA when compared to the organization's overall budget.

PROFESSIONAL FEES: Refers to the annual third party auditing of financial statements.

Audit costs should be billed as a direct expense.

CONTRACTUAL: Refers to bookkeeping services contracted with a private entity who is non-staff.

Should be billed as a direct expense. Invoices and contracts must accompany pay requests.

TRAVEL: Includes travel costs for activities such as board and committee meetings as well as professional development trainings and conferences. Travel per diem and mileage is figured in accordance with the NM Mileage and Per Diem Act and Board approval.

Travel costs should be billed as actual, direct costs associated with implementation of the work program.

RESOLUTION # COG 19-20-07

**RESOLUTION AUTHORIZING TO CHARGE-OFF THE 2014 FORD TAURUS
FROM THE SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS
INVENTORY LIST**

WHEREAS, the 2014 Ford Taurus was traded in with the purchase of the new car, and

WHEREAS, the inventory list has been modified to reflect the charge-off of the asset; and

WHEREAS, the inventory list reflects the removal of the 2014 Ford Taurus from the inventory,

NOW, THEREFORE BE IT RESOLVED by the Southwest New Mexico Council of Governments that:

1. The inventory list of the Southwest New Mexico Council of Governments is hereby amended as shown in the attached document.

Done this 25th day of June 2020 at the Annual Meeting held in Silver City, New Mexico.

ATTEST:

Aaron Sera, Chairman

Priscilla C. Lucero, Secretary-Treasurer

Southwest New Mexico Council of Governments
Inventory list for July 1, 2003-June 30, 2020

Item #	Item Name	Serial #	Quantity	Purchased	Unit Cost	Total Cost	Charge Off	Totals
1	3 lateral files, 2 book-cases, 5 office desks, 5 computer desks, 2 desk hutches		multiple	Sept. 2006	12,029	12,029.00		12,029.00
2	Leasehold Impr. wall partitions		multiple	Feb. 2007				20,623.70
3	2014 Ford Taurus	1FAHP2E88EG145381		Dec, 2013	26,426.70	26,426.70	25-Jun-20	26,426.70
4	2017 Ford Fusion	3FA6P0H79HR408280		1-Sep-17	20,054.00	20,054.00		20,054.00
Subtotal								79133.4

I certify that this is true and correct _____ 6/30/20

RESOLUTION # COG 19-20-8

**RESOLUTION OF THE SOUTHWEST NEW MEXICO COUNCIL OF
GOVERNMENTS TO CERTIFY INVENTORY**

WHEREAS, the Southwest New Mexico Council of Governments has added the new 2019 FORD EDGE to the inventory list, and

WHEREAS, the Southwest New Mexico Council of Governments auditing firm requires a certified inventory; and

WHEREAS, the inventory list must be reviewed and signed annually

WHEREAS, the inventory list will be an annual resolution during the annual meeting to certify inventory.

NOW, THEREFORE BE IT RESOLVED by the Southwest New Mexico Council of Governments that:

1. The Southwest New Mexico Council of Governments will certify the inventory assets.

Done this 25th day of June, 2020, at the annual meeting held in Silver City, New Mexico.

ATTEST:

Aaron Sera, Chairman

Priscilla C. Lucero, Secretary-Treasurer

Southwest New Mexico Council of Governments
Inventory list for July 1, 2003-June 30, 2020

Item #	Item Name	Serial #	Quantity	Purchased	Unit Cost	Total Cost	Charge Off	Totals
1	3 lateral files, 2 book-cases, 5 office desks, 5 computer desks, 2 desk hutches		multiple	Sept. 2006	12,029	12,029.00		12,029.00
2	Leasehold Impr. wall partitions		multiple	Feb. 2007				20,623.70
3	2014 Ford Taurus	1FAHP2E88EG145381		Dec, 2013	26,426.70	26,426.70	25-Jun-20	26,426.70
4	2017 Ford Fusion	3FA6P0H79HR408280		1-Sep-17	20,054.00	20,054.00		20,054.00
5	2020 Ford Edge	2FMFK3J93KBC73535		Mar-20	27947.08	27,947.08		27,947.08
Subtotal								107080.5

I certify that this is true and correct _____ 6/30/20

SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

RESOLUTION NO. 19-20 -9

**ADOPTING AN INFRASTRUCTURE CAPITAL IMPROVEMENTS PLAN
(ICIP) 2022-2026**

WHEREAS, the SWNM Council of Governments recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and

WHEREAS, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

WHEREAS, systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and

WHEREAS, this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE SWNM Council of Governments that:

1. The SWNM Council of Governments has adopted the attached Infrastructure Capital Improvements Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED and ADOPTED by the governing body at its regular meeting June 25 2020.

ATTEST:

Aaron Sera, Board Chair

Priscilla Lucero, Secretary

Southwest Council of Governments

Project Summary

ID	Year	Rank	Project Title	Category	Funded to date	2022	2023	2024	2025	2026	Total Project Cost	Total Amount Not Yet Funded	Phases?
35588	2022	001	Purchase Computer Equipment	Equipment - Other	0	5,000	0	0	0	0	5,000	5,000	No
35587	2022	002	Purchase Vehicle	Other - Other	0	30,000	0	0	0	0	30,000	30,000	No
Number of projects: 2					Funded to date: 0	Year 1: 35,000	Year 2: 0	Year 3: 0	Year 4: 0	Year 5: 0	Total Project Cost: 35,000	Total Not Yet Funded: 35,000	
Grand Totals													

RESOLUTION #COG 19-20 -11

RESOLUTION OF THE SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS AMENDING ESTABLISHING TIME, DATE AND METHOD OF NOTIFICATION OF MEETINGS OF THE SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS

WHEREAS, it is the desire of the Board of the Southwest New Mexico Council of Governments that the meetings of said Council be held in accordance with the terms and spirit of the New Mexico Open Meetings Act; and

WHEREAS, such meetings should be publicized to the fullest extent in order to encourage the best participation of the citizens of the area;

NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS THAT:

1. Regular meetings of the Council of the Southwest New Mexico Council of Governments shall be held at 10:30 a.m. on the fourth Thursday of even numbered months (February, April, June, August and October) in Silver City, New Mexico or at such other time and place as set by the proper officials under the by-laws of said council.
 2. Notice of each such meeting, and of any special meeting shall be given as follows:
 - (a) By the publication in a newspaper of general circulation in the area by notice, news story or public notice and:
 - (b) By posting at the COG office – Silver City Town Annex
 - (c) Notices shall include the following: If you are an individual with a disability who needs a reader, amplifier, qualified sign language interpreter or any other form of auxiliary aid or service to attend or participate in the meeting, please contact the Council of Governments office at 1203 North Hudson, Silver City, NM or 388-1509 at least one week prior to the meeting.
 - (d) Notices shall state the agendas may be obtained at 1203 North Hudson or requested at 388-1509 at least 72 hours before meeting.
 3. Notice for a regular meeting shall be made 10 days prior to said meeting.
 4. Notice for a special meeting shall be made 3 days prior to said meeting.
 5. An emergency/executive committee meeting may be called with 24 hours notice.
-

6. Teleconferencing or other similar communication equipment may be used when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
7. A meeting may be closed pursuant to NMSA 1978 10-15-1(H). Only those subjects announced or voted upon prior to closure by the policymaking body may be discussed in a closed meeting.

Done this 25th day of June, 2020 at the annual meeting held in Silver City, New Mexico.

ATTEST:

Aaron Sera, Chairman

Priscilla C. Lucero, Secretary-Treasurer

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this “Agreement”) is made effective as of July 1, 2020, by and between the Town of Silver City (“The Town”) and Southwest New Mexico Council of Governments (“C.O.G.”), a non-profit New Mexico corporation. The parties agree as follows:

PREMISES: The Town, in consideration of this Memorandum of Agreement, leases to C.O.G. certain office space located in the Town-owned property known as the “City Hall Annex” located at 1203 North Hudson, Silver City, New Mexico 88061 (“the Premises”), which approximates 1,196 square feet of office space and 2041 square feet of common space and is more particularly described by a drawing attached hereto and by this reference made a part hereof. (Exhibit A)

PARKING: C.O.G. shall be entitled to use designated parking spaces currently provided for Town employees in the adjacent parking lot when not necessary for Town employees.

FURNISHINGS: Any personal property placed upon the premises by C.O.G. during the term of this lease, which may be removed without permanent damage to the premises, may be removed by Lessee within fifteen (15) days of the expiration of the lease term. Personal property remaining on the premises thereafter shall become the property of the Town unless otherwise provided for, in writing. Any personal property affixed to the premises by C.O.G., which cannot be removed without permanent damage to the premises shall remain thereon, and become property of the Town.

STORAGE: C.O.G. shall be entitled to store items of personal property in the demised premises facility during the term of this Agreement. The Town, however, shall not be liable for loss of, or damage to, such stored items.

TERM: The Agreement term will begin on July 1, 2020 and will terminate on December 31, 2027.

LEASE PAYMENTS: The lease payment shall be \$2,780.83 per month which includes all utilities (light, heating and air conditioning, telephone, IT support and janitorial) and benefiting the demised premises. In recognition, however, of the public and Town benefits from the operations of C.O.G., which include grant writing for public projects, research to assist public officials, and advocacy efforts for the benefit of small governments in southwest New Mexico, the Town concludes that the value of those services to the Town meets or exceeds the fair market value monetary rent which would otherwise be charged as rent for the demised premises. For as long as C.O.G. continues to operate in the public service as described above, the lease and utility payments will be satisfied by these in-kind payments.

POSSESSION: C.O.G. shall be entitled to possession on the first day of the term of this Agreement and shall yield possession to the Town on the last day of the term of this agreement, unless otherwise agreed by both parties in writing, or in the event that this lease agreement is earlier terminated for any reason.

USE OF THE PREMISES: C.O.G. may use the premises only for the purposes described herein. C.O.G. shall be permitted to use certain Town-owned common areas located adjacent to the demised premises, included a closet, a bathroom, kitchen and conference room. The use of the conference room shall be subject to the needs of the Town. C.O.G. shall notify the Town of an anticipated extended absence from the Premises not later than the first day of the extended absence.

MAINTENANCE: The Town shall have the responsibility to perform major repairs on the Premises. For the purposes of this paragraph, the term "major repairs" shall mean any repair for which the cost thereof exceeds \$100.00. The tenant shall be responsible for routine maintenance and shall keep the Premises in good repair at all times. The Town Fire Department is responsible for providing and periodically checking fire extinguishers within the Premises. The Premises will be a non-smoking premise, as are all Town-owned buildings.

UTILITIES AND SERVICES: The Town will provide gas, electricity, water, trash and sewer services, and the cost thereof shall be that of C.O.G., except that the Town will accept in-kind payment therefore as mentioned above. The Town will provide janitorial service for the demised premises to the same extent as is currently being provided to Town offices located in the same building.

PROPERTY INSURANCE: Insurance will be provided by the Town including liability on the public portions of the building, including parking lots on the site and on the adjacent parking area leased from Washington Federal. Insurance for loss of personal property located upon the demised premises will be C.O.G.'s responsibility.

INDEMNITY REGARDING USE OF PREMISES: C.O.G. agrees to indemnify, hold harmless, and defend the Town from and against any and all losses, claims, liabilities, and expenses including reasonable attorney fees, if any, which Town may suffer or incur in conjunction with C.O.G.'s use of the Premises.

DANGEROUS MATERIALS: C.O.G. shall not keep or have on the Premises any items or materials of a dangerous, hazardous, flammable, or explosive character that may substantially increase the danger to health and safety.

DESTRUCTION OR CONDEMNATION OF THE PREMISES: If the Premises are partially destroyed in a manner that prevents the conduction of C.O.G.'s use of the Premises in a normal manner and, if the damage is reasonably repairable within sixty days after the occurrence of the destruction, the Town shall attempt to make the necessary repairs. However, if the damage is not repairable within sixty days, and/or if the Town is prevented from repairing the damages by forces beyond the Town's control, or if the property is condemned, this Lease shall terminate upon twenty days written notice of such event or condition by either party.

MECHANICS LIENS: Neither C.O.G. or anyone claiming through C.O.G. shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, C.O.G. agrees to give actual advance notice

to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid.

DEFAULTS: C.O.G. shall be in default of this Lease, if C.O.G. fails to fulfill any lease obligation or term by which C.O.G. is bound. If C.O.G. fails to fulfill its obligation to the Town within thirty day(s) after written notice of such default is provided by the Town to C.O.G., the Town may take possession of the Premises without further notice, and without prejudicing the Town's rights to damages. In the alternative, the Town may elect to cure any default and the cost of such action shall be added to C.O.G.'s financial obligations under this Lease. C.O.G. shall pay all costs, damages, and expenses suffered by the Town by reason of C.O.G.'s defaults.

ASSIGNABILITY/SUBLETTING: C.O.G. may not assign or sublease any interest in the Premises without the prior written consent of the Town.

TERMINATION UPON SALE OF PREMISES: Notwithstanding any other provisions of this Lease, the Town may terminate this lease upon 120 day(s) written notice to C.O.G. that the Premises have been sold.

NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

Town Manager
Town of Silver City
PO Box 1188
Silver City, New Mexico 88061

Executive director
Southwest New Mexico Council of Governments
PO Box 2157
Silver City, New Mexico 88062

Such addresses may be changed from time to time by either party providing advance notice as set forth above.

ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may only be modified or amended if both parties agree to alterations in writing.

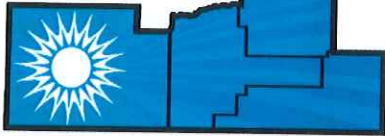
SEVERABILITY: If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Lease is invalid or unenforceable, but that by limiting such provision, it construed, and enforced as so limited.

WAIVER: The failure of either party to enforce any provision of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of New Mexico.

Alex C. Brown, Town Manager For and on behalf of the Town of Silver City	Date
Priscilla C. Lucero, Executive Director For and behalf of Southwest New Mexico Council of Governments	Date



Southwest New Mexico Council of Governments

PO Box 2157, Silver City, NM, 88062 • Ph: 575-388-1509 • Fax: 575-388-1500 • www.swnmcog.org

FY 2020-2021 In-Kind

In-Kind Rent

Silver City	Year	Month
\$1.25/sqft for 1,196sqft of Office Space	\$17,940.00	\$1,495.00
\$0.63/sqft for 2,041sqft of Common Space	\$15,429.96	\$1,285.83
Total	\$33,369.96	\$2,780.83

*Rates from Smith Real Estate

Deming	Year	Month
\$1.21/sqft for 700sqft of Office Space	\$10,164.00	\$847.00
\$0.58/sqft for 2,500sqft of Common Space	\$17,400.00	\$1,450.00
Total	\$27,564.00	\$2,297.00

In-Kind Utilities

This covers electricity, heating & air conditioning, telephone, IT support, and daily janitorial

	Year	Month
DFA Utilities	\$21,450.91	\$1,787.58
EDA Utilities	\$2,500.00	\$208.33
Total	\$23,950.91	\$1,995.91

In-Kind Meeting

The Southwest New Mexico Council of Governments (SWNMCOG) Board currently has 28 members and the Southwest Regional Transportation Planning Organization (RTPO) is comprised of 13 local governments that do not receive pay for attending meetings. There are five SWNMCOG Board meetings and a minimum of three RTPO meetings annually.

	#Members	Rate	#Meetings	#Hours	Total
SWNMCOG	15	\$25.43	5	3	\$5,721.75
RTPO	9	\$25.43	3	2	\$1,373.22
Yearly Total					\$7,094.97

*Volunteer pay rate for New Mexico based on the independentsector.org Board Hourly Rate = Average Members Attendance*Rate*Meetings*Hours

\$5,077.83 Rent/month
\$1,995.91 Utilities/month
\$591.25 Meeting/month
\$7,664.99 Total In-kind/month

\$60,933.96 Rent/year
\$23,950.91 Utilities/year
\$7,094.97 Meeting/year
\$91,979.84 Total In-kind/year

Members: Catron County, Grant County, Hidalgo County, Luna County, City of Bayard, Village of Columbus, City of Deming, Town of Hurley, City of Lordsburg, Village of Reserve, Village of Santa Clara, Town of Silver City, Village of Virden, Cobre Consolidated Schools, Deming Public Schools, El Grito Head Start, WNMU, Deming Soil & Water Conservation District, Hidalgo Soil & Water Conservation District, San Francisco Soil & Water Conservation District, Grant Soil & Water Conservation District, Tyrone MDWCA, Rancho Grande MDWCA, Hanover MDWCA, Lake Roberts MDWCA, Arenas Valley MDWCA, SW Solid Waste Authority

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (this “Agreement”) is made effective as of July 1, 2020, by and between the City of Deming (“The City”) and Southwest New Mexico Council of Governments (“C.O.G.”), a non-profit New Mexico corporation. The parties agree as follows:

PREMISES: The City, in consideration of this Memorandum of Agreement, leases to C.O.G. certain office space located in the City-owned property known as the “City Hall Annex” located at 1203 North Hudson, Silver City, New Mexico 88061 (“the Premises”), which approximates 1,196 square feet of office space and 2041 square feet of common space and is more particularly described by a drawing attached hereto and by this reference made a part hereof. (Exhibit A)

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FURNISHINGS: Any personal property placed upon the premises by C.O.G. during the term of this lease, which may be removed without permanent damage to the premises, may be removed by Lessee within fifteen (15) days of the expiration of the lease term. Personal property remaining on the premises thereafter shall become the property of the City unless otherwise provided for, in writing. Any personal property affixed to the premises by C.O.G., which cannot be removed without permanent damage to the premises shall remain thereon, and become property of the City.

STORAGE: C.O.G. shall be entitled to store items of personal property in the demised premises facility during the term of this Agreement. The City, however, shall not be liable for loss of, or damage to, such stored items.

TERM: The Agreement term will begin on July 1, 2020 and will terminate on December 31, 2027.

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NOTICE: Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

City Manager
City of Deming
PO Drawer 706
Deming, New Mexico 88031-0706

Executive director
Southwest New Mexico Council of Governments
PO Box 2157
Silver City, New Mexico 88062

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ENTIRE AGREEMENT/AMENDMENT: This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may only be modified or amended if both parties agree to alterations in writing.

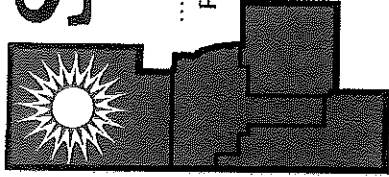
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CUMULATIVE RIGHTS: The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

GOVERNING LAW: This Lease shall be construed in accordance with the laws of the State of New Mexico.

Aaron Sera, City Administrator For and on behalf of the City of Deming	Date
Priscilla C. Lucero, Executive Director For and behalf of Southwest New Mexico Council of Governments	Date



Southwest New Mexico Council of Governments

PO Box 2157, Silver City, NM, 88062 • Ph: 575-388-1509 • Fax: 575-388-1500 • www.swnmcog.org

In-Kind Rent

FY 2020-2021 In-Kind

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Members: Catron County, Grant County, Hidalgo County, Luna County, City of Bayard, Village of Columbus, City of Deming, Town of Hurley, City of Lordsburg, Village of Reserve, Village of Santa Clara, Town of Silver City, Village of Virden, Cobre Consolidated Schools, Deming Public Schools, El Grito Head Start, WNMU, Deming Soil & Water Conservation District, Hidalgo Soil & Water Conservation District, San Francisco Soil & Water Conservation District, Grant Soil & Water Conservation District, Tyrone MDWCA, Rancho Grande MDWCA, Hanover MDWCA, Lake Roberts MDWCA, Arenas Valley MDWCA, SW Solid Waste Authority

State of New Mexico
State Grant-in-Aid for State Planning Districts

Planning District #:	5	District Name:	SWNM Council of Governments
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STAFF SUMMARY REPORT

FY 2020/ 1ST QUARTER

FOR THE PERIOD: July 1, 2020 – June 30, 2021

The State Grant-in-Aid (SGIA) work program will be utilized by the State Planning Districts to develop a dynamic framework of integrated general services to support planning, development and technical assistance activities as a regional service to local and state government. This report reflects functions and tasks in the approved FY2018 Work Program and Budget. The following are functions and tasks completed by the [SWNMCOG] during the first quarter of FY2020:

Function 1:	<u>Organizational Management.</u> Provide for general administration and development of the Planning District organization, including management of the State Grant-in-Aid in conjunction with other grants and programs, building organizational capacity, sustainability, and networking with other Planning Districts and with a multi-sector variety of public and private institutions in service to the regional development mission.			
QUARTERLY ACTIVITY HIGHLIGHTS & RECAP				
TASK TRACKING				
TASK	DUE DATE	STATUS		
1.1 Professional Development Provide ongoing professional development training or continuing education classes for staff, i.e. training, webinars, professional conferences.	Ongoing	Q1		
		Q2		
		Q3		
		Q4		

Function 2:	Local Government Support. Provide a range of technical assistance services and guidance to local governments and to other public entities in the region, focused on identifying, cultivating, financing and implementing investable community development projects.			
QUARTERLY ACTIVITY HIGHLIGHTS & RECAP				
TASK TRACKING				
TASK	DUE DATE	STATUS		
2.1 General Technical Assistance				
2.1.1 Policy Assistance Identify and develop policy needs and issues that are viable legislative initiatives, and assist in promoting and tracking these initiatives throughout the legislative process.	Ongoing	Q1		
		Q2		
		Q3		
		Q4		
2.1.2 Funding Provide guidance to local governments to help meet basic eligibility requirements for receiving government funding for community and economic development activities.	Ongoing	Q1		
		Q2		
		Q3		
		Q4		
2.1.3 Fiscal Agency Provide fiscal agent services as mutually agreed upon with member governments in connection with Executive Order 2013-006. i.e. including capital outlay appropriations, Community Development Block Grant, and Water Trust Board funding.	Ongoing			

2.3.2 Application Selection & Development Provide technical assistance as requested to local municipalities and counties to identify, select and develop eligible applications for projects for CDBG funding.	Q2	
2.3.3 Presentations Assist local CDBG applicants in preparation of their presentations to the Community Development Council.	Q1	
2.3.4 Implementation Provide technical assistance as requested to implement awarded CDBG projects.	Ongoing	
2.3.5 Project Administration Provide project administration as mutually agreed upon to member governments to implement CDBG projects, i.e. monitoring, procurement, pay requests and closeout.	Ongoing	

3.3.1 Grantsmanship & Project Technical Assistance (TA):				
CLIENT	GRANT/SOURCE		AMOUNT	STATUS
Catron County	USDA Community Facilities Grant		\$19,950	Awarded

3.3.2 Healthy Communities:

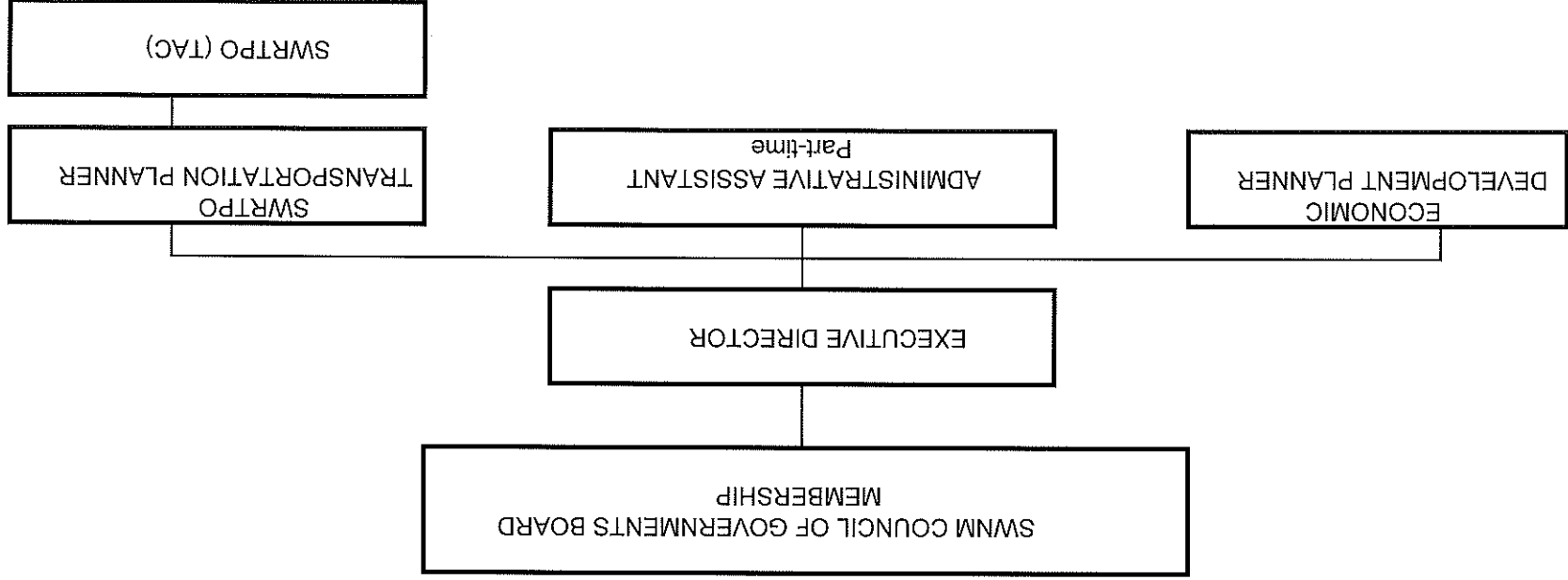
3.3.3 Workforce:

3.3.4 Economic & Tourism Development: The COG team continued to administer the multi-year contract with the US Economic Development Administration. This quarter’s highlights, reported by EDA contract category, included:

3.4.6 Transportation: The COG team continued to administer the multi-year contract with the New Mexico DOT to staff the Southwest Regional Transportation Planning Organization (NWRTPO) work plan. This quarter’s highlights, reported by RTPO contract category, included:

Respectfully submitted
on behalf of the COG staff,

COG Director, Executive Director



RESOLUTION # COG 19-20-10

**RESOLUTION APPROVING THE SOUTHWEST NEW MEXICO COUNCIL OF
GOVERNMENTS CONTRIBUTIONS TO THE NM RETIREE HEALTH CARE
AUTHORITY FISCAL YEAR JULY 1, 2020 AND ENDING JUNE 30, 2021**

WHEREAS, The SWNM Council of Governments is a member of the NM Retiree Health Care Authority; and

WHEREAS, the employee contribution will be 1% and whereas the employer contribution rate will be at 2%; and

WHEREAS, the FY 21 Employee/Employer Contribution Schedule is attached; and

NOW, THEREFORE BE IT RESOLVED by the Southwest New Mexico Council of Governments that:

1. The of the Southwest New Mexico Council of Governments is hereby approves the FY 20-21 Employee/Employer Contribution Schedule

Done this 25th day of June 2020 at the annual meeting held in Silver City, New Mexico.

ATTEST:

Aaron Sera, Chairman

Priscilla C. Lucero, Secretary-Treasurer



BOARD OF DIRECTORS:
TOM SULLIVAN
PRESIDENT
JOE MONTAÑO
VICE PRESIDENT
DOUG CRANDALL
SECRETARY
DAVID ARCHULETA
EXECUTIVE DIRECTOR

March 13, 2020

To: New Mexico Retiree Health Care Employer Groups
From: David Archuleta, Executive Director
Re: FY21 Employee/Employer Contribution Schedule

This letter is to notify you that the required employer/employee contributions levels paid by your entity to the New Mexico Retiree Health Care Authority (NMRHCA) will remain unchanged through FY21 (July 1, 2020 through June 30, 2021). The employer/employee contribution percentage rates total 2 percent and 1 percent respectively, while a higher contribution rate applies to members under an enhanced PERA retirement plan (i.e., police and fire personnel).

Similar to FY20, NMRHCA will adhere to 10-7C-15 D NMSA 1978, whereby contributions must be received by the 10th day of the month following the last pay period ending date. Interest on unpaid balances is calculated at the rate of 6 percent per year, compounded monthly.

If you have any questions regarding this matter please contact Peggy Martinez (505) 222-6406 or Jenny Haikin (505) 222-6409.

Sincerely,


David Archuleta

Employer-Employee Contribution Rate Chart

Use the chart below to ensure that your organization and its employees are making the correct contributions to NMRHCA:

Regular (Non-Enhanced) Retirement Plans (All numbers are expressed as a percentage of salary):

	Prior to July 1, 2002	Prior to July 1, 2010	July 1, 2010	July 1, 2011	July 1, 2012-Current
Employer	0.5%	1.3%	1.666%	1.834%	2.0%
Employee	1.0%	0.65%	0.8333%	0.917%	1.0%
Total	1.5%	1.95%	2.4999%	2.751%	3.0%

Enhanced Retirement Plans* (All numbers are expressed as a percentage of salary):

	Prior to July 1, 2002	Prior to July 1, 2010	July 1, 2010	July 1, 2011	July 1, 2012-Current
Employer	0.5%	1.3%	2.084%	2.292%	2.5%
Employee	1.0%	0.65%	1.042%	1.146%	1.25%
Total	1.5%	1.95%	3.126%	3.438%	3.75%

*By Statute, enhanced retirement plans are defined as a member of the Public Employment Retirement Association (PERA) who is:

- (a) state police officer or adult correctional officer — member coverage Plan 1;
- (b) municipal police — member coverage Plan 3, 4 or 5;
- (c) municipal fire— member coverage Plan 3, 4 or 5;
- (d) municipal detention officer — member coverage Plan 1; or
- (e) a member pursuant to the provisions of the Judicial Retirement Act

RESOLUTION # COG 19-20 - 12

**RESOLUTION OF THE SOUTHWEST NEW MEXICO COUNCIL OF
GOVERNMENTS MODIFYING THE EMPLOYEE HEALTH INSURANCE AMOUNT
PER PAY PERIOD FROM JULY 1, 2020 THROUGH JUNE 30, 2021**

WHEREAS, the Southwest New Mexico Council of Governments offers employees the option to enroll for participation in a health benefit plan; and

WHEREAS, the Board of the Southwest New Mexico Council of Governments has reviewed the health insurance; and

WHEREAS, the Southwest New Mexico Council of Governments will pay 85% of the insurance premium and the employee will pay 15% of the insurance premium; and

NOW, THEREFORE BE IT RESOLVED by the Southwest New Mexico Council of Governments that:

1. The health benefit premiums are determined by the New Mexico Risk Management Division on an annual basis and vary according to the specific plan.
2. The participating employee has the option of choosing medical insurance coverage with one of the following: Presbyterian (HMO), BCBS NM (HMO) or BCBS NM (PPO)
3. The participating employee may also choose additional healthcare coverage with Delta Dental, Vision Service Plan, Standard Life Insurance and disability insurance.
4. The employee may choose all health benefit coverage available or a portion of the benefit coverage.
5. The health benefit plans are available to the employee, their spouse and children.
6. The premiums will be paid monthly to Erisa Administrative Services, with the employee portion, through payroll deduction every pay period.
7. The premium schedule attached to this Resolution reflects approximately a 3% premium cost increase for health benefits.

Done this 25th day of June, 2020 at the annual meeting held in Silver City, New Mexico.

ATTEST:

Aaron Sera, Chairman

Priscilla C. Lucero, Secretary-Treasurer

LPB Monthly Premium Rates Beginning FY19 (July 1, 2020 - June 30, 2021)

0% PREMIUM LOAD

Provider	Employee	Employee + Spouse	Employee + Children	Family
Admin. Fee	\$1.41	\$1.41	\$1.41	\$1.41
Presbyterian - HMO	\$553.41	\$1,245.18	\$996.15	\$1,632.54
BCBS NM - HMO	\$553.41	\$1,245.18	\$996.15	\$1,632.54
BCBS NM - PPO	\$643.60	\$1,448.20	\$1,158.52	\$1,898.76
Delta Dental	\$33.30	\$66.54	\$76.57	\$99.84
Vision	\$6.20	\$11.66	\$13.54	\$17.16
Basic Life	\$4.55	\$4.55	\$4.55	\$4.55
Disability	\$10.16	\$10.16	\$10.16	\$10.16

RESOLUTION # COG 19-20 - 13

RESOLUTION OF THE SOUTHWEST NEW MEXICO COUNCIL OF
GOVERNMENTS RATIFYING AND ADOPTING THE ANNUAL BUDGET FOR THE
FISCAL YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021

WHEREAS, the Constitution and By - Laws of the Southwest New Mexico
Council of Governments requires that annually there be adopted a budget for the receipt and
expenditure of funds of the Southwest New Mexico Council of Governments: and

WHEREAS, the attached document clearly represents the financial purpose and
intent of this organization:

NOW, THEREFORE BE IT RESOLVED by the Southwest New Mexico Council
of Governments that:

1. The attached document be hereby ratified and adopted as the Annual Budget of the
Southwest New Mexico Council of Governments for fiscal year beginning July 1,
2020 and ending June 30, 2021.
2. The Secretary-Treasurer is hereby authorized to issue checks on the accounts of the
Southwest New Mexico Council of Governments, including all of the programs
under its jurisdiction, as set out in regulations and agreements, to accomplish the
purposes set out in this budget.

Done this 25th day of June, 2020, at the annual meeting held in Silver City, New Mexico.

Aaron Sera, Chair

ATTEST:

Priscilla C. Lucero, Secretary-Treasurer

BUDGET 2020-2021
July 1, 2020-June 30, 2021

COG	Revenue	DFA	Revenue	EDA	Revenue	MFA	Revenue	TRANS	Revenue	Union Pacific	Revenue	IMAGINATION LIBRARY	Revenue	EDA-2	Revenue	TOTAL BUDGET	REVENUE
Members Dues	\$ 41,078.00	Members Dues		Members Dues		Members Dues		Members Dues		Members Dues		Members Dues		Members Dues			\$41,078.00
State		State	\$ 99,000.00	State		State	\$ 8,000.00	State	\$ 85,000.00	State		State	\$ 100,000.00	State	\$ 200,000.00		\$492,000.00
Fed		Fed		Fed	\$ 70,000.00	Fed		Fed		Fed		Fed		Fed			\$70,000.00
In-kind		In-kind	\$ 89,479.84	In-kind	\$ 2,500.00	In-kind		In-kind		In-kind		In-kind		In-kind			\$91,979.84
Cash	\$ 180,418.40	Cash		Cash		Cash		Cash		Cash		Cash		Cash			\$180,418.40
Transfer		Transfer	\$ 9,520.16	Transfer	\$ 15,000.00	Transfer		Transfer	\$ 21,250.00	Transfer		Transfer		Transfer			\$45,770.16
Grant Award		Grant Award		Grant Award		Grant Award		Grant Award		Grant Award	\$ 20,000.00	Grant Award		Grant Award			\$20,000.00
Non-profit		Non-profit		Non-profit		Non-profit		Non-profit		Non-profit		Non-profit		Non-profit			\$10,600.00
Grant Admin	\$ 16,625.00	Grant Admin		Grant Admin		Grant Admin		Grant Admin		Grant Admin		Grant Admin		Grant Admin			\$16,625.00
Total Revenue	\$ 238,121.40	Total Revenue	\$ 198,000.00	Total Revenue	\$ 87,500.00	Total Revenue	\$ 8,000.00	Total Revenue	\$ 106,250.00	Total Revenue	\$ 20,000.00	Total	\$ 100,000.00	Total	\$ 200,000.00		\$957,871.40
Expenses		Expenses		Expenses		Expenses		Expenses		Expenses		Expenses		Expenses			
Salaries	\$ 24,198.58	Salaries	\$ 39,301.24	Salaries	\$ 44,928.42	Salaries		Salaries	\$ 65,113.12	Salaries		Salaries		Salaries	\$ 67,200.00		\$240,741.36
Payroll Expense	\$ 6,885.64	Payroll Expense	\$ 12,470.63	Payroll Expense	\$ 24,549.32	Payroll Expense		Payroll Expense	\$ 25,839.00	Payroll Expense		Payroll Expense		Payroll Expense	\$ 33,586.00		\$103,330.59
Miscell. Payroll Fees	\$ 60.00	Miscell. Payroll Fees	\$ 60.00	Miscell. Payroll Fees	\$ 60.00	Miscell. Payroll Fees		Miscell. Payroll Fees	\$ 60.00	Miscell. Payroll Fees		Miscell. Payroll Fees		Miscell. Payroll Fees	\$ 60.00		\$300.00
Advertising	\$ 100.00	Advertising	\$ 100.00	Advertising		Advertising		Advertising	\$ 150.00	Advertising		Advertising		Advertising			\$350.00
Computer Expense	\$ 1,000.00	Computer Expense	\$ 500.00	Computer Expense	\$ 100.00	Computer Expense		Computer Expense	\$ 340.00	Computer Expense		Computer Expense	\$ 100.00	Computer Expense			\$2,040.00
Car Gas	\$ 1,000.00	Car Gas	\$ 700.00	Car Gas	\$ 600.00	Car Gas		Car Gas	\$ 597.88	Car Gas		Car Gas		Car Gas	\$ 1,400.00		\$4,297.88
Car Maintenance	\$ 240.00	Car Maintenance	\$ 200.00	Car Maintenance		Car Maintenance		Car Maintenance	\$ 200.00	Car Maintenance		Car Maintenance		Car Maintenance			\$640.00
Registration	\$ 500.00	Registration	\$ 1,000.00	Registration	\$ 1,000.00	Registration		Registration	\$ 500.00	Registration		Registration		Registration			\$3,000.00
Dues & Subscriptions	\$ 2,100.00	Dues & Subscriptions	\$ 1,000.00	Dues & Subscriptions	\$ 700.00	Dues & Subscriptions		Dues & Subscriptions	\$ 200.00	Dues & Subscriptions	\$ 500.00	Dues & Subscriptions		Dues & Subscriptions			\$4,500.00
Equipment	\$ 3,000.00	Equipment	\$ 717.29	Equipment	\$ 962.26	Equipment		Equipment	\$ 2,000.00	Equipment		Equipment		Equipment	\$ 5,601.00		\$12,280.55
Insurance & Bonding	\$ 3,500.00	Insurance & Bonding	\$ 2,000.00	Insurance & Bonding	\$ 1,000.00	Insurance & Bonding		Insurance & Bonding	\$ 1,500.00	Insurance & Bonding		Insurance & Bonding	\$ 660.00	Insurance & Bonding			\$8,660.00
In-kind Rent		In-kind Rent	\$ 60,933.96	In-kind Rent		In-kind Rent		In-kind Rent		In-kind Rent		In-kind Rent		In-kind Rent			\$60,933.96
In-kind Travel		In-kind Meeting	\$ 7,094.97	In-kind Travel		In-kind Travel		In-kind Travel		In-kind Travel		In-kind Travel		In-kind Travel			\$7,094.97
In-kind Utilities		In-kind Utilities	\$ 21,450.91	In-kind Utilities	\$ 2,500.00	In-kind Utilities		In-kind Utilities		In-kind Utilities		In-kind Utilities		In-kind Utilities			\$23,950.91
Postage	\$ 550.00	Postage	\$ 500.00	Postage	\$ 200.00	Postage		Postage	\$ 250.00	Postage		Postage	\$ 500.00	Postage			\$2,000.00
Printing & Stationary	\$ 2,500.00	Printing & Stationary	\$ 321.00	Printing & Stationary	\$ 400.00	Printing & Stationary		Printing & Stationary	\$ 500.00	Printing & Stationary		Printing & Stationary	\$ 500.00	Printing & Stationary			\$4,221.00
Professional Fees	\$ 5,000.00	Professional Fees	\$ 3,000.00	Professional Fees	\$ 1,000.00	Professional Fees		Professional Fees	\$ 2,000.00	Professional Fees		Professional Fees	\$ 7,600.00	Professional Fees			\$18,600.00
Contractual	\$ 50,000.00	Contractual	\$ 4,000.00	Contractual	\$ 4,500.00	Contractual		Contractual	\$ 3,000.00	Contractual	\$ 19,500.00	Contractual	\$ 90,000.00	Contractual	\$ 85,000.00		\$256,000.00
Office Supplies	\$ 3,600.00	Office Supplies	\$ 900.00	Office Supplies	\$ 1,000.00	Office Supplies		Office Supplies	\$ 1,000.00	Office Supplies		Office Supplies	\$ 500.00	Office Supplies	\$ 3,153.00		\$10,153.00
Telephone		Telephone	\$ 1,500.00	Telephone		Telephone		Telephone		Telephone		Telephone		Telephone			\$1,500.00
Travel	\$ 4,000.00	Travel	\$ 4,000.00	Travel	\$ 4,000.00	Travel		Travel	\$ 3,000.00	Travel		Travel	\$ 140.00	Travel	\$ 4,000.00		\$19,140.00
Transfer to EDA		Transfer to EDA	\$ 15,000.00														\$15,000.00
Transfer to Trans		Transfer to Trans	\$ 21,250.00														\$21,250.00
Transfer to DFA	\$ 1,520.16					Transfer to DFA	\$ 8,000.00										\$9,520.16
Capital																	\$0.00
Micellaneous																	
Bank Balance	\$ 108,367.02																\$108,367.02
Transfer to Savings	\$ 20,000.00																\$20,000.00
Total	\$ 238,121.40	Total	\$ 198,000.00	Total	\$ 87,500.00	Total	\$ 8,000.00	Total	\$ 106,250.00	Total	\$ 20,000.00	Total	\$ 100,000.00	Total	\$ 200,000.00		\$957,871.40

\$5,000 of Contractual for IL is for Bookkeeping Expense
\$135,000 of Contractual for IL is books

RESOLUTION # COG 19-20-14

**RESOLUTION AMENDING THE PERSONNEL POLICIES OF THE
SOUTHWEST NEW MEXICO COUNCIL OF GOVERNMENTS FOR FISCAL
YEAR BEGINNING JULY 1, 2020 AND ENDING JUNE 30, 2021**

WHEREAS, the Personnel Policies of the SWNM Council of Governments have been updated; and

WHEREAS, the sections amended include the updated PERA rates, the medical insurance rates and the addition of the NM Retiree Health Care as a benefit; and

NOW, THEREFORE BE IT RESOLVED by the Southwest New Mexico Council of Governments that:

1. The of the Southwest New Mexico Council of Governments is hereby amending the Personnel Policies as shown in the attached document.

Done this 25th day of June, 2020 in at Annual Meeting held in Silver City, New Mexico.

ATTEST:

Aaron Sera, Chairman

Priscilla C. Lucero, Secretary-Treasurer

the position he/she vacated if the position still exists; or if not, to any other vacant position in the same class. If this is not possible, normal layoff procedures will be used to assign the employee to a position. In the event the Executive Director determines that filling positions vacated by a leave without pay on a temporary basis would not be in the best interest of the organization, the Executive Director may require the employee to sign a waiver of guarantee of re-employment as a condition of granting leave.

7. **Registered Voter Leave**

Any employee who is a registered voter may, on the day of election, may take two (2) hours leave as specified by the Executive Director between the time of opening and closing of the polls for the purpose of voting, provided that this right not be extended to any employee when their work day commences within two (2) hours subsequent to the opening of the polls or ends more than two (2) hours prior to the closing of the polls.

8. **Absence from Duty without Approval**

An employee who is absent from work without approval shall not receive pay for the duration of the absence and shall be subject to dismissal or other appropriate disciplinary action. It is recognized that there may be extenuating circumstances for unauthorized absence and due consideration shall be given for each case. Failure of an employee to report for work at the expiration of an authorized leave or to request extension of such leave shall be considered on absence without leave.

SECTION VI - INSURANCE AND OTHER BENEFITS

A. MEDICAL INSURANCE

SVNMCOG provides group medical insurance to full time employees and their family. Deductible, co-insurance and medical coverage are decided by the Executive Director and an insurance committee and approved by the Board of Directors according to the evaluation and coverage and premium costs.

SVNMCOG will pay 85% of the premium costs and the employee will pay 15%. Part time employees who work twenty (20) hours or more will be entitled to company benefits; employees working less than twenty (20) hours will not be entitled to company benefits.

B. DENTAL /VISION/ LIFE INSURANCE

SVNMCOG will provide dental/Vision/ coverage for the employees. All costs for dependents will be covered 85% employee and 15% employer.

C. WORKERS COMPENSATION

Employees of the SWNMCOG are covered by the Workmen's Compensation Act.. The law for this insurance was designed to provide our employees with benefits for any injury which you may suffer in connection with your employment. Under the law, if an employee is injured while at work, the employee is eligible to apply for Workers Compensation. All on the job injuries must immediately be reported to the employee's supervisor. In the event that and immediate report is not feasible, it must be made as soon as possible. It is the responsibility of the supervisor to thoroughly investigate all reports of on-the-job injuries. A written report of all such investigations must be made and will be included in the employee's personnel file.

The SWNMCOG will contribute \$2.30 and employee will contribute \$2.00 of the required \$4.30 assessment fee which will be deducted during the last pay period of the quarter. Thirty cents of the \$4.30 goes to the Uninsured Employer's Fund.

D. SOCIAL SECURITY/MEDICARE

Both Social Security and Medicare will be deducted from the employee's paychecks.

E. RETIREMENT/PENSION PLAN

All regular, salaried, full or permanent part-time employees (that work in excess of 20 hours) are mandated to contribute into the Public Employees Retirement Plan. The total required percentage for participation on PERA is 20.45 percent 10.10% employer and 10.22% employee; part-time employee is \$18.30 The SWNMCOG is contributing 7.98% in addition to the 10.22% for full-time employee and 6.87% part-time employee to the retirement plan which is considered excess wages

1. Employee contributions shall be 2.67% per employee (full-time); 2.28 part-time
2. Employer will contribute 17.78% per employee (full-time); 16.02 part-time
3. The employee is vested after 8 years of service
4. Additional information shall be given upon request by any interested employee.

F. NEW MEXICO RETIREE HEALTH CARE

1. The SWNMCOG will participate in the NM Retiree Health Care plan. The employer contribution rate is 2% and employee contribution rate is 1% for a total of 3%.



"One Click to Local News"

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Agreement between the Southwest New Mexico Council of Governments
And the Grant County Beat for Posting of Legal Notices

Task	Time period	Cost
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Posting legals July 1, 2020-June 30, 2021 \$250 + GRT \$16.41=\$266.41

For an agreed-upon amount of \$250 (or monthly invoiced) plus GRT, the Grant County Beat will publish all legal notices of the Southwest New Mexico Council of Governments, including those for board meetings, other committees and notices of meetings required per grant agreements, and any other legal notices, as requested.

Every effort will be made to post the notices within a few hours of receipt by email.

Please note that if quantity exceeds the anticipated number of legal notices per entity, set at 150 for the year, the agreed-upon price may increase in future years.

Also please be advised that, unless you request that notices be removed from the site after the dates of completion of the activity, the legal notices will be archived in the cloud for future reference by government officials or interested entities.

Caveat: the site has a strong firewall that still allows access to news but makes it difficult for hackers to take down the site. However, difficult is the operative word; loss of the site due to hacking is not impossible.

The Grant County Beat requests that documents be sent to editor@grantcountybeat.com as Word documents for ease of posting. Photos can be added to the legal notices and should be sent in .jpg format.

A handwritten signature in cursive script that reads "Mary Alice Murphy".

Priscilla Lucero, Executive Director

Mary Alice Murphy, Editor