

TOWN OF ESTANCIA, NEW MEXICO

COUNTY OF TORRANCE

RESOLUTION NO. 2022.27

A RESOLUTION

ACCEPTING THE DONATION OF GOODS

WHEREAS, CORE CIVIC OF TENNESSEE agrees to donate the goods described here to the Town of Estancia "AS IS" and at no charge:

- 2006 American/American Travel Trailer with Vehicle Identification Number (VIN) 1A9500R2661270609
- 2007 American/American Travel Trailer with VIN 1A9500V3471270740
- 2000 American/American Travel Trailer with VIN 1A9500R21Y1270018
- 2009 American/American Travel Trailer with VIN 1A9500U2291270036

WHEREAS, The Town of Estancia needs these goods, and

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPALITY OF ESTANCIA, NEW MEXICO THAT:

The Board of Trustees of the Town of Estancia approves this donation of goods from CORE CIVIC to the Town of Estancia with sincere gratitude.

PASSED, APPROVED and ADOPTED by the Governing Body at its regular meeting of July 18, 2022.



Mayor

ATTEST:



DONATION OF GOODS ACCEPTANCE FORM

THIS DONATION ACCEPTANCE FORM (this "Agreement") is effective as of date of last party signature of this Agreement (the "Effective Date") and is entered into by and between CORECIVIC OF TENNESSEE, LLC, a Tennessee limited liability company located at 5501 Virginia Way, Suite 110, Brentwood, Tennessee 37027 (the "Donor"), and The Town of Estancia, New Mexico (the "Recipient") together referred to herein as the "parties".

WHEREAS, Donor agrees to donate, subject to the terms and conditions set forth herein, the goods described below (the "Goods") to Recipient at no charge;

WHEREAS, Recipient acknowledges that the Recipient holds all responsibility for proper operation of the Goods; and

WHEREAS, Recipient desires the Goods of the Donor at no charge, subject to the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Donor grants Recipient irrevocable ownership rights, title, and interest in the Goods. The Goods are transferred to the recipient free and clear of any liens, claims, or encumbrances. Recipient shall determine the disposition of the Goods in its sole discretion. The Goods are more particularly described as the list of items set forth and attached hereto on "Exhibit A".

DONOR DONATES AND RECIPIENT ACCEPTS THE GOODS "AS-IS" AND MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS HEREIN CONVEYED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED OR EXPRESS WARRANTY WITH RESPECT TO THE CONDITION OF THE PROPERTY OR ITS COMPLIANCE WITH GOVERNMENTAL LAWS, RULES AND REGULATIONS. RECIPIENT FURTHER RELEASES DONOR FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, TAXES OR ANY OTHER COSTS RELATING TO OR ARISING FROM THE OWNERSHIP, PICK UP OR USE OF SAID PROPERTY.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, RECIPIENT ASSUMES ALL RISK AND LIABILITY FOR THE RESULTS OBTAINED BY THE USE OF ANY GOODS. RECIPIENT SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND DONOR AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUCCESSIONS AGAINST ANY AND ALL LOSSES AND/OR THIRD PARTY CLAIMS.

DONOR SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO RECIPIENT'S USE OF THE GOODS, WHETHER BASED ON BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE).

This Agreement and all matters arising out of or relating to this Agreement shall be governed and construed in accordance with the laws of the State of Tennessee without giving effect to any choice of law or conflict of law provision or rule.

Title of the Goods passes to Recipient upon delivery of such Goods to the Recipient.

The Recipient will bear all costs related to this Agreement including but not limited to the transport, tax, and title transfer costs.

This Agreement constitutes the sole and entire agreement of the parties with respect to the Goods, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized representative as of the date first indicated above.

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Exhibit A
List of Goods

2006 American/American Travel Trailer with Vehicle
Identification Number
(VIN) 1A9500R2661270609

2007 American/American Travel Trailer with
VIN 1A9500V3471270740

2000 American/American Travel Trailer with
VIN 1A9500R21Y1270018

2009 American/American Travel Trailer with
VIN 1A9500U2291270036

(Signature Page Below)

CORECIVIC OF TENNESSEE, LLC

By: ~~George Dedos~~

Name: ~~[Signature]~~

Title: ~~Warden, Torrance County Detention Facility~~

Date: ~~6/22/22~~

[Recipient]

By: Nathan Dial

Name: ~~[Signature]~~

Title: Mayor, Town of Estancia

Date: 22 Jun 22



Estancia Basin Water Planning Committee

*P.O. Box 58
Estancia, NM 87016*

July 8, 2022

Michelle Jones
Clerk / Treasurer
Town of Estancia
PO Box 166
Estancia, NM 87016

Re: Invoice / Support Funding for Estancia Basin Water Planning Committee

Ms. Jones;

Please extend our gratitude to the Mayor and Board of Trustees for their past and continued support of the Estancia Basin Water Planning Committee (EBWPC).

The Estancia Basin Water Planning Committee is respectfully requesting that the Town of Estancia provided payment in the amount of \$500.00 for FY23 as previously approved by the Board of Trustees.

Payment should be made out and addressed to:

Torrance County – Fiscal Agent for EBWPC
Attention: Juan Torres
P.O. Box 48
205 S. Ninth Street
Estancia, NM 87016

Respectfully,

Daniel McGregor
Secretary/Treasurer
Estancia Basin Water Planning Committee