



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:

0000142595

JAXN, Inc.

4205 US Hwy 64

Kirtland, NM 87417

Email: boss.67@live.com

Telephone No.: 505-793-3382

Number: 90-51600-19-05544

Amendment No.: Three

Term: August 9, 2019 – August 8, 2023

Ship To:

New Mexico Department of Game and Fish

1 Wildlife Way

Santa Fe, NM 87507

Procurement Specialist: Kimberly A Hunt-Brown

Telephone No.: 505-490-3152

KAHB

Email: Kimberly.Hunt-Brown@state.nm.us

Invoice:

New Mexico Department of Game and Fish

1 Wildlife Way

Santa Fe, NM 87507

For questions regarding this contract please contact:

Timothy Sintas 505-470-3561

Title: Produce Crops Jackson Lake

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 9, 2022 to August 8, 2023 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 7/19/2022

Mark Hayden, New Mexico State Purchasing Agent

x **This Agreement was signed on behalf of the State Purchasing Agent**

Certificate Of Completion

Envelope Id: 51DC25695AC443C78AEE5EEF92F01937

Status: Completed

Subject: 90-51600-19-05544 Produce Crops Jackson Lake - A003 FINAL

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Kimberly A Hunt-Brown

AutoNav: Enabled

13 Bataan Blvd

Envelopeld Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Kimberly.Hunt-Brown@state.nm.us

IP Address: 96.19.48.96

Record Tracking

Status: Original

Holder: Kimberly A Hunt-Brown

Location: DocuSign

7/19/2022 11:22:39 AM

Kimberly.Hunt-Brown@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Natalie Martinez



Sent: 7/19/2022 11:25:00 AM

natalie.martinez1@state.nm.us

Viewed: 7/19/2022 11:35:35 AM

New Mexico General Services

Signed: 7/19/2022 11:35:45 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kimberly A Hunt-Brown



Sent: 7/19/2022 11:35:46 AM

kimberly.hunt-brown@state.nm.us

Viewed: 7/19/2022 11:40:04 AM

New Mexico General Services

Signed: 7/19/2022 11:40:08 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 96.19.48.96

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Valerie Paulk



Sent: 7/19/2022 11:40:08 AM

valerie.paulk@state.nm.us

Viewed: 7/19/2022 12:00:59 PM

Signed of Behalf of State Purchasing Agent

Signed: 7/19/2022 12:01:16 PM

New Mexico General Services

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 164.64.62.10

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/19/2022 11:25:00 AM
Certified Delivered	Security Checked	7/19/2022 12:00:59 PM
Signing Complete	Security Checked	7/19/2022 12:01:16 PM
Completed	Security Checked	7/19/2022 12:01:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

A. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE (ERSD)

From time to time, New Mexico General Services Department (GSD), on behalf of the State of New Mexico (SONM), may be required by law to provide you with certain written notices or disclosures. Stated below are the terms and conditions for GSD's providing you such notices and disclosures electronically through the DocuSign system. Please read this information carefully. If you are able to access this information electronically and agree to **this Electronic Record and Signature Disclosure (ERSD)**, please confirm your agreement by selecting the check-box next to "I agree to use electronic records and signatures" before clicking "CONTINUE" within the DocuSign system.

B. Obtaining paper copies

At any time up to twenty (20) calendar days following your use of DocuSign to electronically sign a document, you may request a paper copy of any record provided or made available electronically to you by GSD. You will have the ability to download and print documents SONM sends you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a twenty (20) calendar day period after such documents are first sent to you. Following the twenty (20) day period, if you want GSD to send you paper copies of any such documents from GSD's office, you will be charged a \$1.00 per-page fee plus postage. You may request delivery of such paper copies from GSD by following the procedure stated in Section H, below.

C. Withdrawing your consent

If you decide to receive notices and disclosures from GSD electronically, you may at any time change your mind and inform GSD you want to receive required notices and disclosures only in paper format. The procedure concerning how you may inform GSD of your decision to receive future notices and disclosures in paper format as well as withdraw your consent to receive notices and disclosures electronically is stated in Section D, immediately below.

D. Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed with which GSD will be able to complete certain steps in specific transactions and deliver paper copies to you. GSD will need: (1) to send the required notices or disclosures to you in paper format; and (2) wait until GSD receives your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from SONM or to electronically sign documents generated and sent to you from SONM.

E. All notices and disclosures will be sent to you electronically

Unless you inform GSD otherwise according to these procedures, GSD will electronically provide you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements and other documents that are required to be provided or made available to you during the course of your electronic signature relationship with SONM. To reduce the possibility of inadvertent non-receipt, GSD prefers to provide all required notices and disclosures by the same method and to the same email or physical address that you furnish to GSD. Thus, you may receive the disclosures and notices electronically or in paper form. If you do not agree with this procedure, please inform GSD according to the procedures stated in Section I, below. Please also refer to Section D, immediately above, which states the consequences resulting from your declination of electronic delivery of notices and disclosures.

F. How to contact GSD:

You may inform General Services Department (GSD) of any changes you select regarding State Purchasing Division's (SPD) electronic communications with you, to request paper copies of certain information from SPD, and to withdraw your prior consent to receive notices and disclosures electronically by emailing your request(s) to SPD at: GSD.SPInfo@state.nm.us

G. To advise SPD of your new email address

To inform SPD of a change in the email address to which SPD sends you notices and disclosures electronically, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of such request you must include your previous and new email addresses.

H. To request paper copies from SPD

To request delivery of paper copies of electronic notices and disclosures that DocuSign and/or SPD have previously provided to you, you must send an email to SPD at GSD.SPInfo@state.nm.us and in the body of your email request state your email address, full name, mailing address, and telephone number. SPD will charge you a \$1.00 per page copy fee plus postage.

I. To withdraw your consent with SPD

To inform SPD that you no longer wish to receive notices and disclosures in electronic format you may:

(1) Decline to sign a document from within a signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may:

(2) Send SPD an email to GSD.SPDinfo@state.nm.us and in the body of your request state your email address, full name, mailing address, and telephone number.

J. Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current DocuSign system requirements may be found at:

<https://support.docusign.com/guides/signer-guide-signing-system-requirements>

K. Acknowledging your access and consent to receive and sign documents electronically

To confirm that you are able to electronically access the information contained in this Electronic Record and Signature Disclosure (ERSD), please confirm that you have: (1) read this ERSD, and either: (2) you are able to print on paper or electronically save this ERSD for your future reference and access; or (3) you are able to email this ERSD to an email address where you will be able to print this ERSD on paper and/or save this ERSD for your future reference and access. Further, if you consent to receiving notices and disclosures from DocuSign and/or SPD exclusively in electronic format, then select the check-box next to “I agree to use electronic records and signatures,” before you click “CONTINUE” within the DocuSign system.

By selecting the check-box next to “I agree to use electronic records and signatures,” you confirm that:

- You have read this Electronic Record and Signature Disclosure (ERSD); and
- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor:
0000142595
JAXN, INC.
4205 US Hwy 64
Kirtland, NM 87417
Email: hoss.67@live.com
Telephone No.: (505) 793-3382

Number: 90-516-19-05544

Amendment No.: Two

Term: August 9, 2019 – August 8, 2022

Ship To:
New Mexico Department of Game and Fish
1 Wildlife Way
Santa Fe, NM 87507

Procurement Specialist: Yuliastuti Wulandari

Telephone No.: 505-469-2248

Email: Yuliastuti.Wulandari@state.nm.us

Invoice:
New Mexico Department of Game and Fish
1 Wildlife Way
Santa Fe, NM 87507

For questions regarding this contract please contact:
Raymond "Scott" Gunter (505) 476-8079

Title: Produce Crops Jackson Lake

This amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 9, 2021 to August 8, 2022 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

Valerie Paulk

Date: 6/2/2021

Valerie Paulk, New Mexico State Purchasing Agent

X This Agreement was signed on behalf of the State Purchasing Agent

Certificate Of Completion

Envelope Id: FAA6E5FB977844C28B496BDF3350C010

Status: Completed

Subject: Please DocuSign: SPD SPA 90-516-19-05544 A002

Source Envelope:

Document Pages: 1

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 2

Clarke Fountain

AutoNav: Enabled

13 Bataan Blvd

Envelopel Stamping: Enabled

Santa Fe, NM 87508

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

ClarkeJ.Fountain@state.nm.us

IP Address: 174.205.96.106

Record Tracking

Status: Original

Holder: Clarke Fountain

Location: DocuSign

6/2/2021 3:25:28 PM

ClarkeJ.Fountain@state.nm.us

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: GSD

Location: DocuSign

Signer Events**Signature****Timestamp**

Clarke Fountain



Sent: 6/2/2021 3:27:31 PM

clarkej.fountain@state.nm.us

Viewed: 6/2/2021 3:27:45 PM

Procurement Specialist

Signed: 6/2/2021 3:27:51 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 174.205.96.106

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael Saavedra



Sent: 6/2/2021 3:27:52 PM

michael.saavedra@state.nm.us

Viewed: 6/2/2021 3:29:05 PM

New Mexico General Services

Signed: 6/2/2021 3:29:25 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

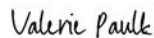
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Electronic Record and Signature Disclosure:

Accepted: 6/4/2020 11:04:51 AM

ID: 9cac1b3e-4279-4c8f-b2b4-c607ea9821d8

Valerie Paulk



Sent: 6/2/2021 3:29:26 PM

valerie.paulk@state.nm.us

Viewed: 6/2/2021 3:31:01 PM

State Purchasing Agent

Signed: 6/2/2021 3:31:15 PM

New Mexico General Services

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 97.123.108.103

Electronic Record and Signature Disclosure:

Accepted: 5/29/2020 9:40:59 AM

ID: f12ca6d0-7cba-4de4-b58f-8180244887ff

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
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Envelope Sent	Hashed/Encrypted	6/2/2021 3:27:31 PM
Certified Delivered	Security Checked	6/2/2021 3:31:01 PM
Signing Complete	Security Checked	6/2/2021 3:31:15 PM
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- You can print this ERSD on paper, or you can save and/ or send this ERSD to a location where you can print this ERSD, for your future reference and access; and
- Until or unless you notify SPD as stated in this ERSD, you consent to exclusively receive through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SPD during the course of your electronic signature relationship with SPD.



GSD/PD (Rev. 04/19)

**State of New Mexico
General Services Department
Purchasing Division**

Price Agreement Amendment

Awarded Vendor
0000142595
JAXN, INC.
4205 US Hwy 64
Kirtland, NM 87417
Email: hoss.67@live.com
Telephone No. (505) 793-3382

Price Agreement Number: **90-516-19-05544**

Price Agreement Amendment No.: **One**

Term: **August 9, 2019 – August 8, 2021**

Ship To:
New Mexico Department of Game and Fish
1 Wildlife Way
Santa Fe, NM 87507

Procurement Specialist: **Yulastuti Wulandari**

Telephone No.: **(505) 827-0485**

Email: **Yulastuti.wulandari@state.nm.us**

Invoice:
New Mexico Department of Game and Fish
1 Wildlife Way
Santa Fe, NM 87507

For questions regarding this Price Agreement please
contact:
Raymond "Scott" Gunter (505) 476-8079

Title: Produce Crops Jackson Lake

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from August 9, 2020 to August 8, 2021 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

A handwritten signature in cursive script that reads "Valerie Pauck for".

Mark Hayden, New Mexico State Purchasing Agent

Date: 07/07/2020



State of New Mexico
General Services Department

Price Agreement

Awarded Vendor:
0000142595
JAXN, INC.
4205 US Hwy 64
Kirtland, NM 87417

Email: hoss.67@live.com
Telephone No.: 505-793-3382

Price Agreement Number: 90-516-19-05544

Payment Terms: Net 30

F.O.B.: Destination

Delivery: As Requested

Ship To:
New Mexico Department of Game and Fish
1 Wildlife Way
Santa Fe, NM 87507

Procurement Specialist: Yulastuti Wulandari *yw*

Telephone No.: 505-827-0485

Email: Yulastuti.Wulandari@state.nm.us

Invoice:
Same as Ship To

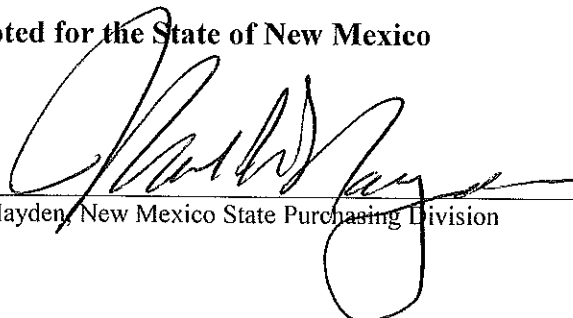
For questions regarding this contract please contact:
Raymond "Scott" Gunter 505-476-8079

Title: **Produce Crops Jackson Lake**

Term: **August 9, 2019 thru August 8, 2020**

This Price Agreement is made subject to the "terms and conditions" as indicated on subsequent pages.

Accepted for the State of New Mexico



Mark Hayden, New Mexico State Purchasing Division

Date: 8/8/19

Purchasing Division: 1100 St. Francis Drive, Santa Fe, NM 87505; PO Box 6850, Santa Fe, NM 87502 (505) 827-0472

SS

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-516-19-05544

Page-2

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.
3. **Assignment:**
 - a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid.
6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. **Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.**
9. **Taxes:** The unit price shall exclude all state taxes.
10. **Packing, Shipping and Invoicing:**
 - a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - b. The Vendor's invoice shall be submitted duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.
11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by

State of New Mexico
General Services Department
Purchasing Division
Price Agreement #: 90-516-19-05544

Page-3

the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. Non-Collusion: In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. Nondiscrimination: Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. The Procurement Code: Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. Items: All bid items are to be NEW and of most current production, unless otherwise specified.

16. Payment for Purchases: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Submission of Bid: Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

19. Contractor Personnel: Personnel proposed in the Contractor's written bid to the Procuring Agency are considered material to any work performed under this Price Agreement. Once a Purchase Order or contract has been executed, no changes of personnel will be made by the Contractor without prior written consent of the Procuring Agency. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience, and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The Procuring Agency shall retain the right to request the removal of any of the Contractor's personnel at any time.

20. Subcontracting: The Contractor shall not subcontract any portion of the Price Agreement without the prior written approval of the Procuring Agency. No such subcontracting shall relieve the Contractor from its obligations and liabilities under this Price Agreement, nor shall any subcontracting obligate payment from the Agency.

21. Records and Audit: The Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during this Price Agreement's term and effect, and retain them for a period of three (3) years from the date of final payment under this Price Agreement. The records shall be subject to inspection by the Agency, State Purchasing Division, Department of Finance and Administration, and for Information Technology contracts, State Chief Information Officer. The Agency shall have the right to audit billings, both before and after payment. Payment for services under this Price Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

22. Subcontracts: The foregoing requirements for Contractor Personnel, Subcontracting, and Audit shall be inserted into all subcontracts from the prime contractor to the subcontractor.

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New Mexico Employees Health Coverage

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for its New Mexico Employees and offer that health insurance to its New Mexico Employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceeds \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of its New Mexico Employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all of its New Mexico Employees of the availability of State publicly financed health care coverage programs by providing each of its New Mexico Employees with, as a minimum, the following web site link to additional information: <http://www.insurennewmexico.state.nm.us/>.

D. For purposes of this Paragraph, the following terms have the following meanings:

- (1) "New Mexico Employee" means any resident of the State of New Mexico employed by Contractor who performs the majority of the employee's work for Contractor within the State of New Mexico, regardless of the location of Contractor's office or offices; and
- (2) "offer" means to make available, without unreasonable restriction, enrollment in one or more health coverage plans and to actively seek and encourage participation in order to achieve the goals of Executive Order 2007-049. This could include State publicly financed public health coverage programs such as *Insure New Mexico!*

Department Price Agreement

Article I – Statement of Work

Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II – Term

The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III – Specifications

Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions

Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

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Article V - Termination

The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach. Termination of this Contract, however, shall not affect any outstanding orders. This provision is not exclusive and shall not waive other rights and remedies afforded either party in the event of breach of contract or default. In such instances the contract may be cancelled effective immediately.

Article VI – Amendment

This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders

Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)

Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule

Prices as listed in the price schedule hereto attached are firm.

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Specifications:

The New Mexico Department of Game and Fish (Department) wishes to establish a Price Agreement for Farm and Harvest Production. The purpose of this Invitation to Bid (ITB) is to hire a Contractor to produce specified crops on the Jackson Lake Farm for the benefit of wildlife. The Contractor will annually farm up to one hundred sixty (160) acres of the Property. Thirty percent (30%) of the arable acreage on the Property shall be farmed to produce crops for the benefit of the Department. To defray the Contractor's costs, the alternate seventy percent (70%) of the arable acreage on the property will be harvested and used/sold by the Contractor; the Contractor may graze this portion of the acreage per the specifications herein. An annual payment will be made on a per-acre basis for successful crop production on only the thirty percent (30%) of arable acreage farmed for the benefit of the Department; this Price Agreement will be awarded to the contractor with the lowest per acre annual production bid (in dollars) that is responsive in all other material aspects. *The Price Agreement arising from this Invitation to Bid provides access and allows farming use of the Property by the Contractor. The Price Agreement arising from this Invitation to Bid does not constitute a land lease and does not convey an exclusive right of use of the Property to the Contractor.*

Term

The term of this Price Agreement shall be for one (1) year from date of award with the option to extend for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This Price Agreement shall not exceed four (4) years.

The *Annual Period* for fulfillment of the obligations of the Price Agreement and annual payment will be begin March 1 and end last day of February each year. Either party, Department or Contractor, shall reserve the right to terminate the Price Agreement early at the end of any Annual Period. The initiating party shall provide the alternate party with thirty (30) days written notice prior to early termination.

Property

The Jackson Lake Farm (Property) is located in San Juan County, New Mexico approximately five (5) miles north of Farmington, NM on the La Plata River (**See Exhibit A**) at 436 NM-170, Farmington, NM 87401. The Property provides up to one hundred sixty (160) acres of arable land. The Property is flood irrigated using water provided by the Jackson Ditch and Jackson Lake and has been fallow for over five (5) years. All fields will be fallow at the outset of the Price Agreement arising from this notice. General public access will not be allowed on the Property.

Obligations and Privileges of the Contractor

The Contractor shall:

- Provide all personnel, equipment, labor, and supplies needed to produce agricultural crops, including scheduling and management of irrigation water and maintenance of irrigation ditches on the Property and between the Jackson Lake outflow and the property.
- Farm thirty percent (30%) of the arable acreage on the Property for the benefit of the Department. Fifty percent (50%) of this acreage left for the benefit of the Department shall be planted in nitrogen-fixing legumes (e.g. Austrian winter pea, hairy vetch, sainfoin, etc.) and the alternate fifty percent (50%) shall be planted in annual grain/forage crop (e.g. millet, sorghum, sorghum-sudangrass, etc). These crops will initially be left as food for wildlife. Then the Contractor shall mow and plow these crops into the soil as organic matter prior to planting the next crop. No livestock shall be grazed on this acreage unless requested by the Department.
- Be allowed to farm seventy percent (70%) of the arable acreage on the Property for the benefit of the Contractor and be allowed to harvest and use/sell crops to defray costs. The Contractor shall be allowed to graze livestock seasonally, for weed control and use of forages produced, only on this acreage left for the benefit of the Contractor, and on associated infrastructure (e.g. roads, irrigation ditches, etc.) as approved by the Department. Livestock must be fenced into paddocks surrounding grazable acreage using temporary fencing. The Contractor is responsible for upkeep of paddock and Property fences necessary to retain livestock within paddocks. The Contractor will be liable for any and all damage caused by livestock escaping paddocks.

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- Cooperate with the Department on an *Annual Farm Plan (See Attached)* detailing acreage/fields farmed for the benefit of the Department, acreage/fields farmed for the Benefit of the Contractor, crops to be planted in each field, a date for a Crop Production Survey, chemical use, irrigation design, grazing plan, and other relevant farming factors for the following Annual Period by the final day in February of each year. By submitting a bid the Contractor agrees to sign-off on the terms of this Plan along with the Department.
- Cooperate with the Department to perform an Annual Crop Survey (See Payment Paragraph).
- Obtain approval of all crops, seed, pesticides, fertilizers, and any other chemicals from the Department prior to application or use.
- Manage weeds across the property and in all irrigation systems by all typical methods, including herbicide, grazing as permitted, grubbing, mowing, and pulling. Use of fire is not allowed on the Property.
- *Responsibly use all herbicides, pesticides, fertilizers and other chemicals. The Contractor will be responsible and liable for any damage caused by overspray, drift, or runoff.*
- Not later than the final day of February, provide the Department with records of planting dates, planting rate, field operations, irrigation schedules, pesticide applicator's license number, and pesticide use records in accordance with NMDA Pesticide Compliance Bureau regulations for the prior Annual Period.
- Perform all necessary general maintenance of fields, irrigation systems (including rehabilitation), and improvements required for the continued operation of the acreage under cultivation and complete all repairs identified by the Department from damages to the Property caused by the Contractor.
- Perform minor maintenance (silt and blockage removal) as necessary to maintain flow in the Jackson Ditch from Jackson Lake approximately 1 mile north to 36.823264, -108.230964 (Immediately south of the Baptist Church).
- Not relocate or create new irrigation ditches without prior approval of the Department.
- Not be allowed to graze livestock on the Property.
- Not level fields for water distribution. The Contractor may install minor contours and field borders without disturbing soil beyond a depth of eighteen (18) inches from the surface.
- Not disturb soil beyond a depth of eighteen (18) inches from the surface.

Obligations and Privileges of the Department

The Department shall:

- Provide access to the Property during production and harvest season. Access may be limited during public use seasons as deemed necessary for wildlife management or public safety reasons by the Department. The Contractor will be notified prior to these restrictions.
- Provide temporary parking for equipment in a designated location on the Property. The Department will not be liable for any damages, theft, or loss.
- Cooperate with the Contractor on generation of Annual Farm Plan and Annual Crop Production Survey.
- Be responsible for water payments to the Jackson Ditch Company. Coordinate with the Jackson Ditch Company to perform major maintenance to the Jackson Ditch from Jackson Lake approximately 1 mile north to 36.823264, -108.230964 (Immediately south of the Baptist Church). Be responsible for major repairs to the Jackson Lake irrigation outflow and associated major infrastructure.
- Provide personnel and equipment to remove vegetation from irrigation systems prior to the first Annual Period of farming after implementation of the Price Agreement associated with this notice. Maintenance of irrigation systems in subsequent years is the responsibility of the Contractor.
- Be responsible for removal of prairie dogs from the property.

Depredation Claims

At no time during the term of this Agreement shall the Contractor claim any depredation damage to agricultural crops growing, harvested, or stored pursuant to the Agreement resulting from this notice by state or federally listed wildlife species or wildlife species protected under Chapter 17 NMSA.

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Payment

Annual payments will be made on a per-acre basis for *successful* crop production on the thirty percent (30%) of the arable acreage farmed for the benefit of the Department. ***The Contractor will not be paid for acreage where a successful crop was not produced.*** Payment will not be made for crop production on the seventy percent (70%) of arable acres farmed for the benefit of the Contractor. Successful production shall be determined by the following criteria:

- For Grain Crops, successful production shall mean generation of a mature inflorescence (seed head) and production of grain seeds for a specific plant.
- For Non Grain Crops, successful production shall mean plant maturation and generation of flowers or an inflorescence (flowering structure).
- For Cover Crops, successful production shall mean plant growth greater than 12 (twelve) inches in height.

Department staff and the Contractor shall meet for a Crop Production Survey prior to final harvest each summer/fall. The date shall be set in the Annual Farm Plan. All parties shall visually survey each field farmed for the benefit of the Department and agree upon the acres of successful crop production, per the criteria listed above. Both parties shall sign off on the Crop Production Survey document in agreement. **Payments will be pro-rated during the first Annual Period of the price agreement relative to the actual number of months that the price agreement is in effect.**

Compliance with Federal Requirements

- A. Lower Tier Certification – Contractor must agree to act in accordance with the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR Part 12, Section 12.510, written by the U.S. Department of the Interior (Form D1-1954-9/88) and certify the following prior to issuance of contract: (1) Neither the contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal debarment or agency, (2) Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participants shall submit an explanation along with their bid response.
- B. Contractor must be registered under the Federal System of Award Management (SAM). **Contractor must submit a copy of SAM Registration Confirmation or Proof of SAM Registration Number with their bid response.** Visit <https://www.sam.gov/SAM> to register.
- C. Compliance with Federal Grant Conditions – Contractor shall comply with policies and procedures of the Federal Aid in Fish and Wildlife Restoration Act.

Preferences

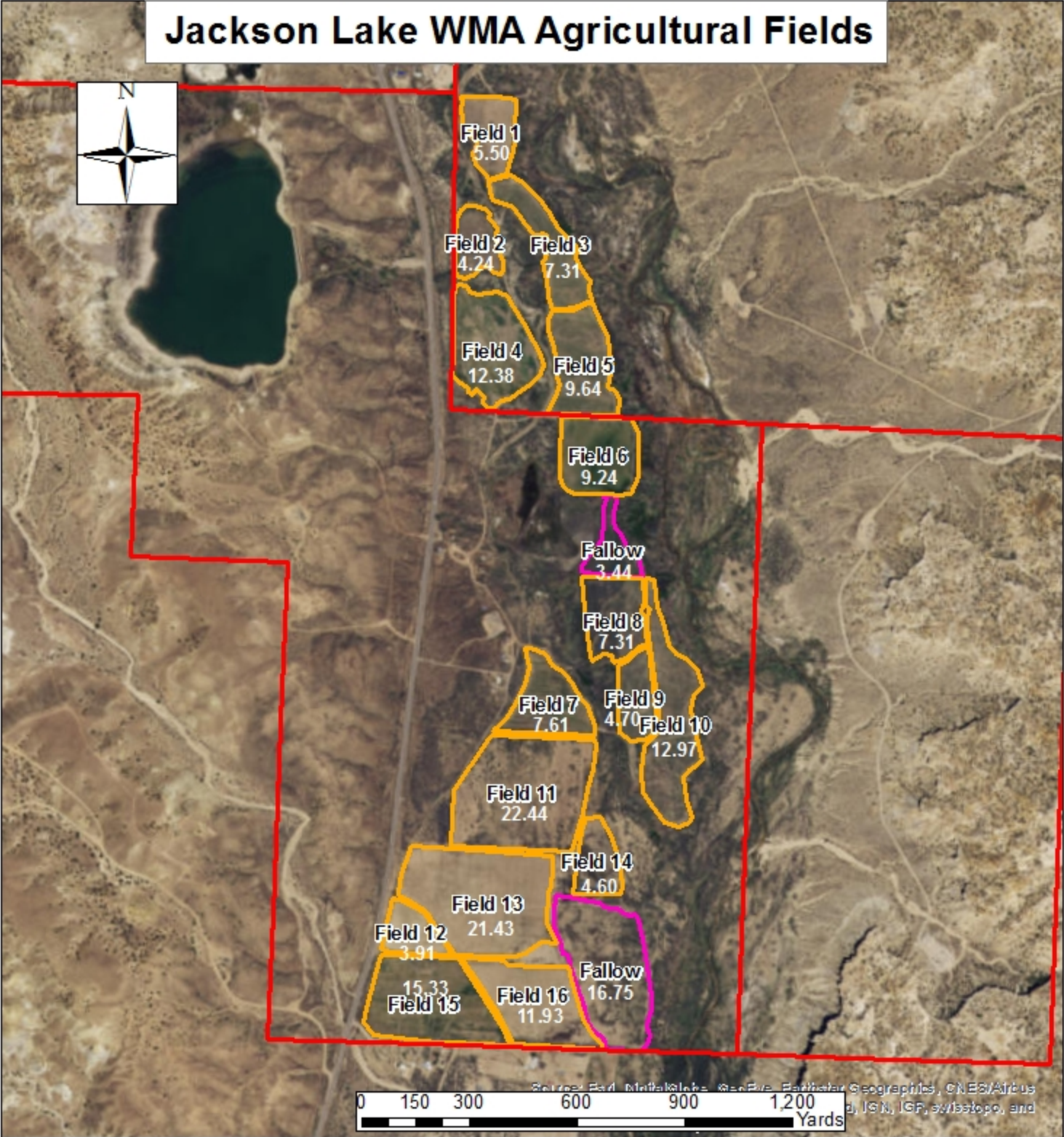
Per Procurement Code Section 13-1-21(J) NMSA 1978, the New Mexico Preference does not apply because federal funding is utilized for this Price Agreement.

Items:

Item	Approx. Qty.	Unit	Article and Description	Unit Price
001		acre	Bid (in dollars) <u>per acre</u> of successful crop production only on the 30% of arable acreage left for the benefit of the Department, meeting all terms of this Agreement	\$ 1,380.00 per acre

***** 1 Items Total *****

Exhibit A





Jackson Lake Wildlife Management Area Land Management Action Plan



This Land Management Action Plan is intended to be a concise and strategic document to guide on-the-ground implementation of management activities on the Jackson Lake Wildlife Management Area

Plan last updated on July 11, 2017 by Ryan Darr, Lands Program Manager

Land Information Synopsis

Location: San Juan County approximately 5.0 miles northwest of Farmington, NM along NM-170 and La Plata River

Total Acreage: 1,778 Acres

Purchase Details:

- Land Status: 833 acres deeded, 631 acres NMSLO lease, 314 acres BLM allotment (*See Figure 1: Jackson Lake Wildlife Management Area*)
- Purchase Date: First parcel purchased in 1947
- Intended Property Use at Purchase: Improve wildlife habitat to benefit waterfowl, Ring-necked Pheasant, Scaled Quail, Gambel's Quail, dove, pronghorn, and mule deer with an incidental benefit to fish (bass, crappie, rainbow trout)

Public Access Opportunities:

- Hunting: Waterfowl hunting allowed west of NM-170. No hunting allowed east of NM-170 (Except migratory game bird hunting by licensed falconers)
- Fishing: Fishing allowed west of NM-170 in Jackson Lake. No fishing allowed east of NM-170
- GAIN Activities: Open to GAIN activities west of NM-170. Closed to access east of NM-170

Land Rules For Rule Signs (**Tentatively Proposed**):

- To access this property, each group of up to 4 adults must possess at least 1 hunting license, fishing license, trapping license, or HMAV. Youth under the age of 18 are exempt from license and validation requirements. Anglers must possess a valid Fishing License.
- Lands east of NM-170 closed to public access (Except licensed hunters during hunts).
- All areas closed during published waterfowl hunting seasons (Except licensed hunters during hunts)
- No off-road driving
- It is unlawful to deface, disturb, or remove: rocks, minerals, plants or plant parts (including firewood), animals, or man-made or cultural features/artifacts
- Pets must be leashed at all times (Except licensed hunters during hunts)
- No swimming
- Boats restricted to oars or electric motors
- No camping
- Weed-free hay or feed only
- No commercial activities may be conducted without a commercial permit (Except registered hunting outfitters)

Land Description for Informational Signs (Tentatively Proposed):

The first parcel of Jackson Lake Wildlife Management Area (WMA) was acquired in 1947, and the WMA has since expanded to almost 1,800 acres. Located near Farmington, NM and adjacent to expanding residential developments, Jackson Lake WMA provides a refuge for wildlife in the La Plata River Valley. The WMA has been managed as an active farm since its inception with the goal of producing over 100 acres of crops for wildlife annually. Jackson Lake WMA provides wildlife habitat for waterfowl, Scaled Quail, Gambel's Quail, dove, pronghorn, and mule deer. The WMA's namesake, Jackson Lake, hosts bass, catfish, crappie, and trout. Jackson Lake WMA also provides habitat for a variety of non-game wildlife including rock squirrel, gopher snake, and bald eagle.

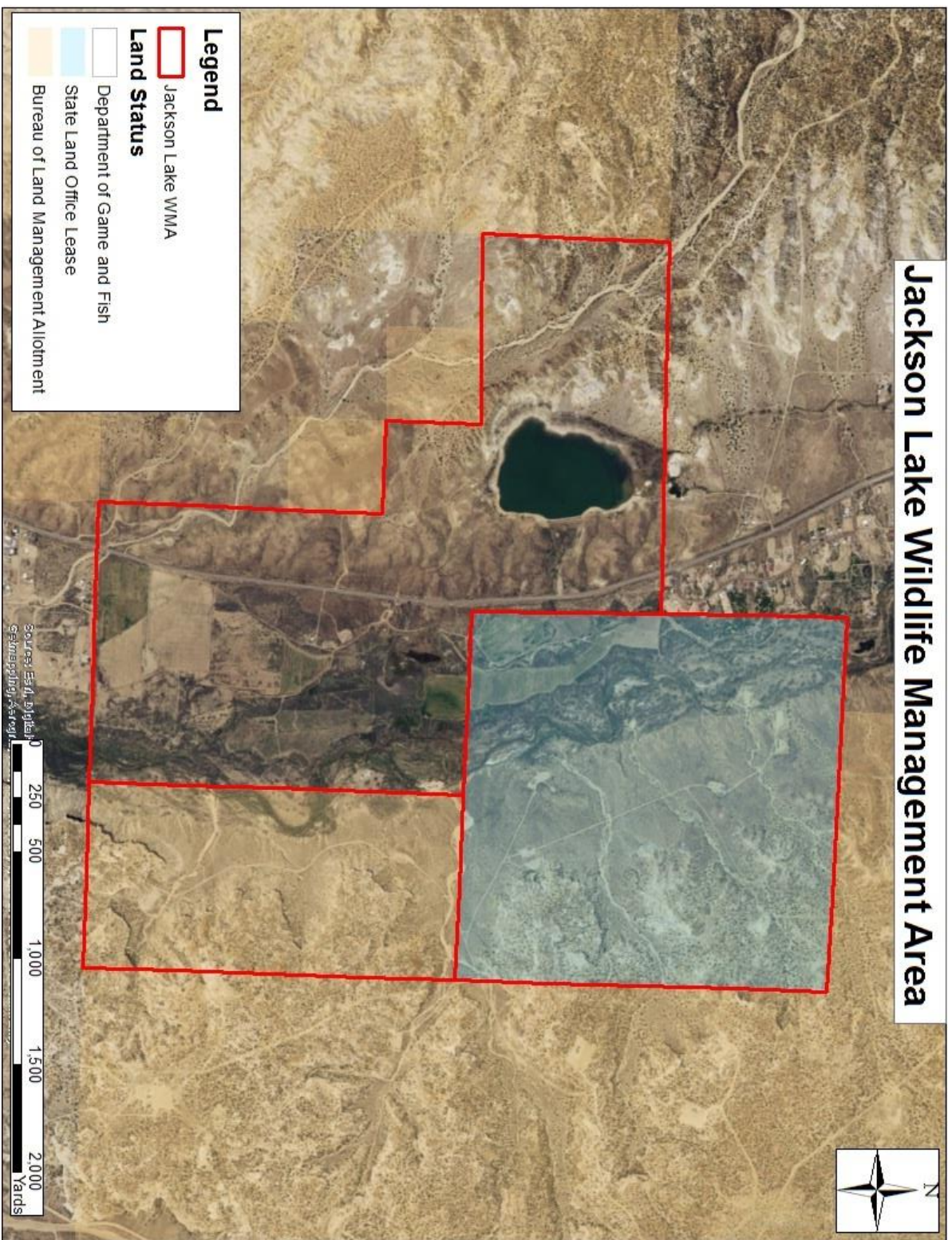
Management Goal

The current Management Goal of Jackson Lake WMA is to manage habitat for game and non-game wildlife, produce supplemental forage crops for wildlife, and maintain hunting, fishing, and outdoor recreation opportunities.

Management Objectives

The following Management Objectives will be implemented to reach Jackson Lake WMA's Management Goal:

1. Maintain water rights and water delivery agreements to ensure continued operation of Jackson Lake WMA
2. Improve and manage habitat for game (waterfowl, deer, pronghorn, quail, turkey, and dove) and non-game wildlife (birds, reptiles, amphibians, and mammals)
3. Produce supplemental forage crops for wildlife
4. Maintain hunting opportunities
5. Maintain fishing opportunities in Jackson Lake
6. Maintain public access and outdoor recreation opportunities
7. Maintain lands, infrastructure, and facilities to promote enjoyable and safe use of Jackson Lake WMA



Jackson Lake Wildlife Management Area

Legend

Jackson Lake WMA

Land Status

Department of Game and Fish

State Land Office Lease

Bureau of Land Management Allotment

Source: Esri, DigitalGlobe, GeoEye, IGN, Aerimagery, Sairaj

0 250 500 1,000 1,500 2,000
Yards

Figure 1: Jackson Lake Wildlife Management Area

Management Actions

Management Actions are activities that will help meet each respective Management Objective for Jackson Lake WMA. Each Management Action listed below includes concise, relevant details to guide on-the-ground implementation. The Management Actions listed in this section are active or perpetual activities. *Please see the Management History section for an archive of completed activities.*

Management Objective 1: Maintain water rights and water delivery agreements to ensure continued operation of Jackson Lake WMA

It is proposed that the Jackson Ditch and Jackson Lake become the primary water source for agricultural irrigation and fisheries management on Jackson Lake WMA. The Pickering Ditch and Diversion may ultimately be dedicated to maintaining water levels in the *Moist Soil Ponds* and will no longer be used to irrigate agricultural fields due to the ditch's limited water delivery potential (See *Figure 2: Jackson Lake WMA Primary Irrigation Ditches*). However, water rights, abilities, and responsibilities must first be investigated and clarified.

Management Action 1: Investigate water rights and water use.

- ☐ Work with Melinda Benavidez, NMDGF Realty Specialist, to obtain details on Department Water Rights for Jackson Lake WMA. *Complete Summer 2017*
- ☐ Work with the Department's Fisheries Management Division to ensure adequate water availability in Jackson Lake at all times, considering irrigation needs. *Begin Summer 2017*
- ☐ Coordinate with the New Mexico Office of the State Engineer and the Jackson Ditch Company to determine limitations on water rights, especially: necessity of metering; water budgeting for farming, moist soil ponds, and the Jackson Lake fishery; the ability to take free water from Jackson Ditch outside of the irrigation season; and, if necessary, a change in point of diversion for some water rights from the Pickering Ditch to Jackson Ditch. *Begin Summer 2017*
- ☐ Cooperate with Paul Tashjian, USFWS Water Resources Coordinator, Paul_Tashjian@fws.gov or 505-248-7925 to develop a secondary water budget for Jackson Lake WMA considering management actions using water: farming, moist soil ponds, and the Jackson Lake fishery. *Begin Summer 2017*

Management Action 2: Make administrative and legal preparations to ensure continued water availability

- ☐ Work with Hank Mosimann, Mayordomo – Jackson Ditch Company, 505-325-7150, to generate a Memorandum of Understanding (MOU) laying out maintenance responsibilities for the Jackson Ditch during all seasons. *Jackson Ditch Company must first renew its corporate status with the NM Secretary of State.* *Begin Summer 2017*

- If necessary, work with the New Mexico Office of the State Engineer to install meters and change the point of diversion for some water rights

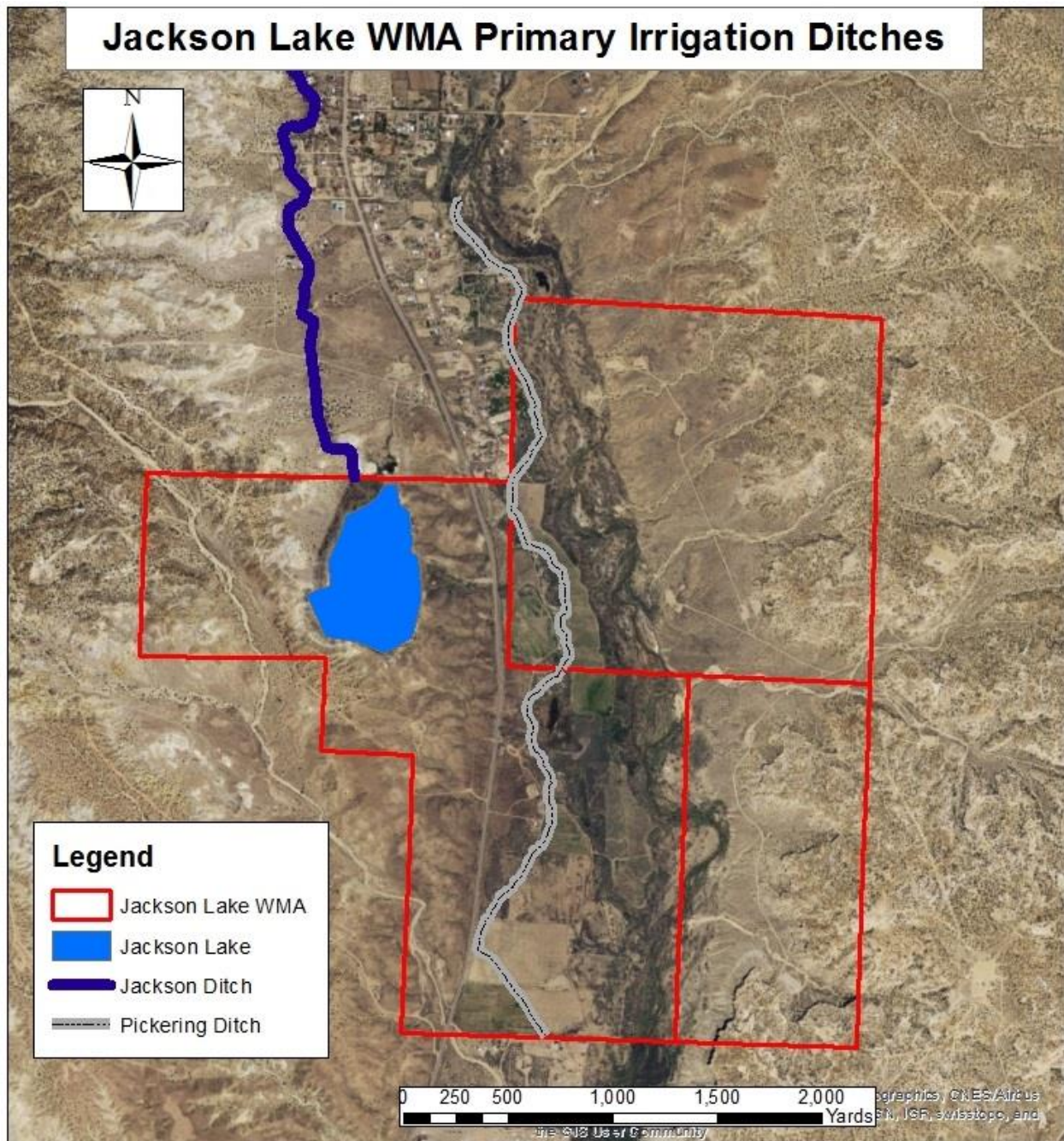


Figure 2: Jackson Lake WMA Primary Irrigation Ditches

Management Objective 2: Improve and manage habitat for game (waterfowl, deer, pronghorn, quail, and dove) and non-game wildlife (birds, reptiles, amphibians, and mammals).

See *Figure 3: Jackson Lake WMA Habitat Management Zones* for locations of each zone.

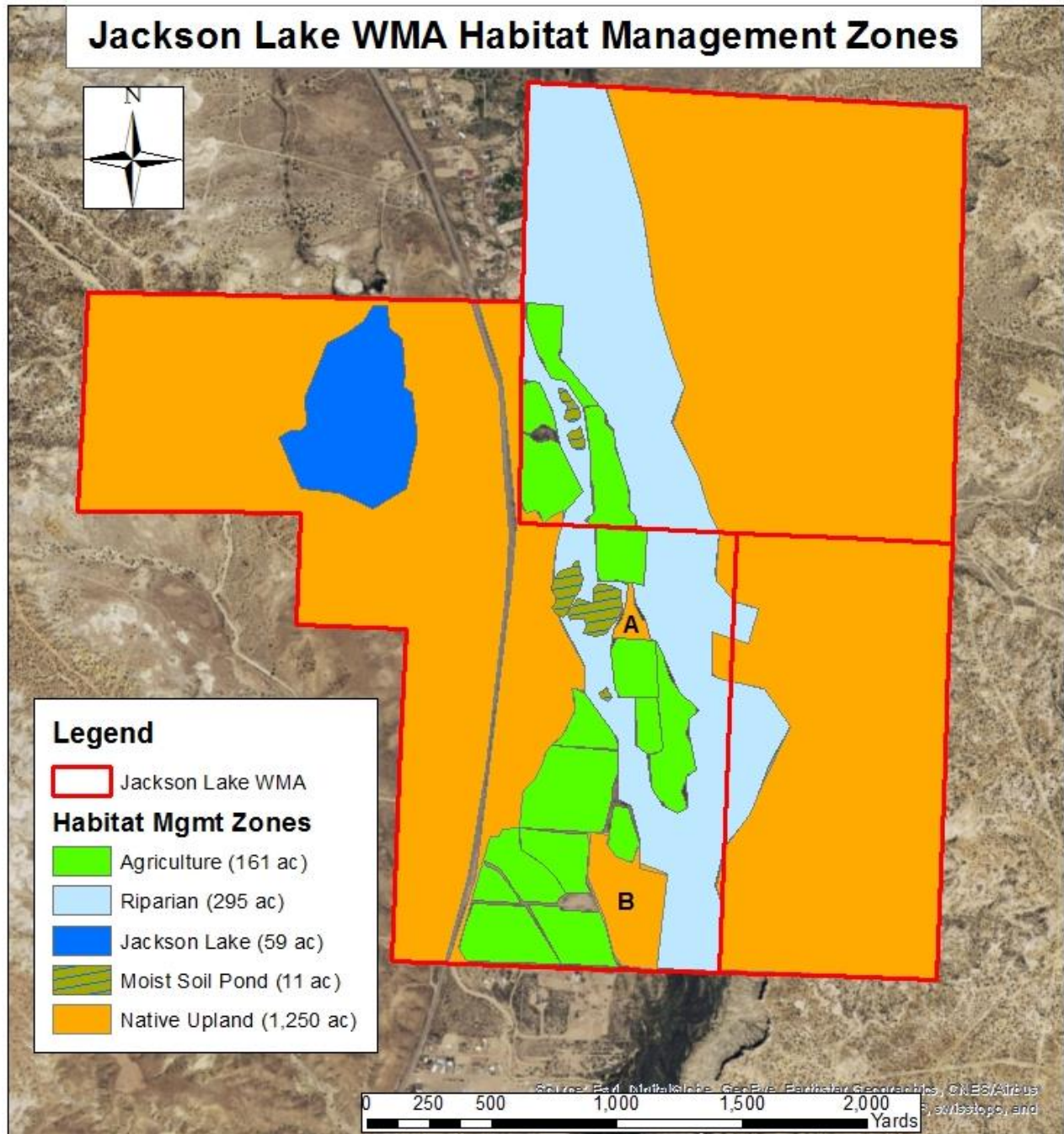


Figure 3: Jackson Lake WMA Habitat Management Zones

Management Action 1: Allow native vegetation to regrow along field borders in the *Agriculture Management Zone* to provide additional food and cover for wildlife

Clean farming, especially around field borders, can be detrimental to wildlife by removing food and cover.

- As fields are reshaped and brought back into production, avoid disturbing field edges and allow grasses, brush, and forbs to regrow undisturbed. *Begin Summer 2018*
- In areas lacking brush regrowth, encourage natural reseeding by stringing smooth wire approximately 8 feet off of the ground between 2, 10-foot t-posts. This will encourage birds to perch and deposit seeds from a variety of brush and tree species with minimal input

Management Action 2: Remove invasive vegetation species and restore native vegetation as needed within the *Riparian Management Zone* to provide habitat for game and non-game wildlife species

- Work with Chuck Schultz, NMDGF Northwest Area Regional Habitat Biologist, and Malia Volke, NMDGF Aquatic/Riparian Habitat Specialist to establish an invasive plant species management plan to include:
 - a. Identifying and marking areas of invasive vegetation within the *Riparian Management Zone*
 - b. Consulting literature and experts on treatment and removal of invasive vegetation
 - c. Establishing and implementing a treatment plan for invasive vegetation within the *Riparian Management Zone*. *Begin Summer 2018*

Example for woody species: From July-August, spray invasive woody vegetation including Russian Elm, Russian Olive, and Tamarisk in areas identified. Consider an herbicide such as Pathfinder II, which is approved for use near water. Follow the label instructions for herbicide use. Use an herbicide dye to mark all treated vegetation. Avoid the cut stump treatments approach due to the chance for underground resprouts with these species. Cut and dispose of woody, invasive vegetation only after completely killed by herbicide.

- Work with Chuck Schultz, NMDGF Northwest Area Regional Habitat Biologist, and Malia Volke, NMDGF Aquatic/Riparian Habitat Specialist to determine where replanting/restoration of native vegetation may be necessary within the *Riparian Management Zone*. *Begin Summer 2018*
- Operate the Pickering Diversion as instructed in **Appendix A: Operation of the Pickering Diversion** to ensure continued flow of water to maximize water in the riparian area and ensure success of any native plantings and existing riparian vegetation

Management Action 3: Work with Chuck Schultz, NMDGF Northwest Area Regional Habitat Biologist, and Malia Volke, NMDGF Aquatic/Riparian Habitat Specialist to determine additional management needs within the *Riparian Management Zone*. *Begin Summer 2018*

Management Action 4: Manage the *Jackson Lake Management Zone* by following the recommendations for fisheries management in **Management Objective 5:** Maintain Fishing Opportunities in Jackson Lake. This management approach will have secondary benefits for waterfowl

Management Action 5: Manage the ponds within the *Moist Soil Pond Management Zone* to improve vegetation and water-holding ability for the benefit of waterfowl, non-game bird, and amphibians

The moist soil ponds presently seep and are subject to rapid water infiltration due to a poor base. Sealing ponds with bentonite or excavating and lining are cost prohibited. Instead, we will attempt to seal the ponds, and improve soil quality to grown food for wildlife, by adding organic matter and allowing it to naturally break down and seal the ponds over time. The moist soil ponds will be moistened monthly during the growing season to promote native vegetation growth then will be flooded with an average of 18" of water from September 1-February 15 to promote waterfowl use. *Proper function of the moist soil ponds will be dependent on sufficient water rights and water availability in the La Plata River.*

- ☐ Maintain the Pickering Diversion by removing built-up sediment using a backhoe. To avoid future build-up of sediment, follow the operation instruction for the Pickering Diversion listed in **Appendix A: Operation of the Pickering Diversion**. *Complete during Summer 2017 or as water levels in the La Plata River allow*
- ☐ Remove vegetation and sediment from the Pickering Ditch to allow free flow of water to the moist soil ponds. *Complete During Summer 2017*
- ☐ Begin building organic matter in the moist soil ponds to reduce seepage and infiltration of water. Annually:
 - a. Build a "brown" layer (about 4" deep) of wood chips, cleared (non-invasive) herbaceous vegetation, and mowed vegetation from the ponds. Complete once the ponds have dried from the winter filling but prior to the growing season (March-April). *Begin Summer 2017 prior to first soil moistening*
 - b. Around the start of the growing season (mid-May), add a "green" layer of manure (about 2" deep). Disk in the brown and green layers with about the top 6" of soil. *Begin Winter 2017 prior to first soil moistening*
- ☐ Moist the moist soil ponds by filling with about 12" of water approximately once a month from May-August to promote growth of native vegetation and breakdown of organic matter. Allow the water to slowly infiltrate. *Note: Water may need to be added more often in dry conditions and less often during high-rainfall periods; Use the vegetation and soil as an indicator: if the vegetation droops and soil is dry 6" below the surface, water should be added.* *Begin Summer 2017*
- ☐ Fill the moist soil ponds to maintain 12-24" of water at all times from September 1-February 15. *Begin September 1, 2017*

Management Action 6: Remove invasive vegetation species and restore native vegetation as needed within the *Native Upland Management Zone* to provide habitat for game and non-game wildlife species

- Remove from cultivation the fields labeled as “A” and “B” in *Figure 3: Jackson Lake WMA Habitat Management Zones*. Field “A” has recovered in native vegetation and would negatively impact wildlife if cultivated; Field “B” can no longer be cultivated due to archaeological concerns. Allow these fields to regrow in native vegetation and remove invasive plant species as detailed below
- Work with Chuck Schultz, NMDGF Northwest Area Regional Habitat Biologist to establish an invasive species management plan to include:
 - a. Identifying and marking areas of invasive vegetation within the *Native Upland Management Zone*
 - b. Consulting literature and experts on treatment and removal of invasive vegetation
 - c. Establishing and implementing a treatment plan for invasive vegetation within the *Native Upland Management Zone*. *Begin Summer 2018*

Example for herbaceous species: From July-August, spray invasive bull thistle in areas identified. Consider an herbicide such as Glyphosate. Follow the label instructions for herbicide use.

- Work with Chuck Schultz, NMDGF Northwest Area Regional Habitat Biologist, to determine where replanting/restoration of native vegetation may be necessary within the *Native Upland Management Zone*. *Begin Summer 2018*

Management Action 7: Work with Chuck Schultz, NMDGF Northwest Area Regional Habitat Biologist, to determine additional management needs within the *Native Upland Management Zone*. *Begin Summer 2018*

- Addition of duck boxes, nesting platforms, bird houses, and bat boxes across the WMA area, possibly in conjunction with community service, volunteers, or scout groups.

Management Action 8: Repair and maintain property border fences to prevent unwanted herbivory on vegetation reserved for the benefit of wildlife. Inspect monthly. *Begin Summer 2018*

Management Action 9: Monitor Success: Keep a log of wildlife sightings, to include species, seasons/dates, etc to track any changes in wildlife usage with ongoing habitat management. *Begin Summer 2017.*

Management Objective 3: Produce supplemental forage crops for wildlife

The agricultural fields on Jackson Lake WMA are composed of thin top soils of clay loam and sandy loam. Well-drained and often gravelly subsoils underlie top soils. Water infiltration rates are high. Historically the agricultural fields have been rotated between alfalfa, corn, and pasture grasses. Many of the soils have been leached of nutrients due to past farming practices. Soils on the south end of the WMA also exhibit signs of high salt content, possibly from fertilizer salts. The WMAs irrigation system is outdated, inefficient, and poorly maintained. See *Figure 4: Jackson Lake WMA Agriculture Fields* for field locations.

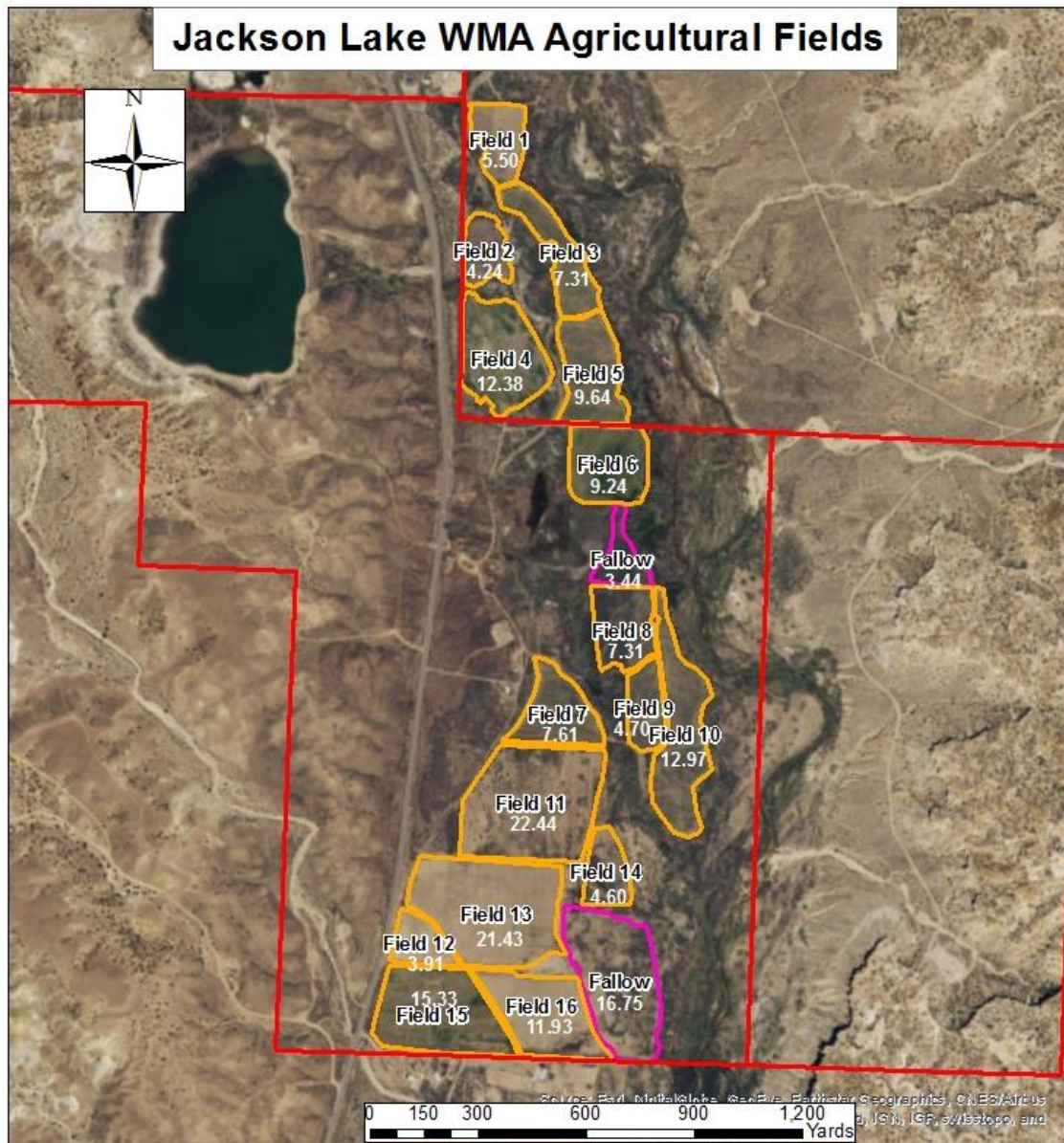


Figure 4: Jackson Lake WMA Agricultural Fields

Management Action 1: Investigate and address soil issues in agricultural fields

- ☐ Work through Bonnie Hopkins, Agricultural Extension Agent for San Juan County, 505-334-9496 to collect soil samples at Jackson Lake WMA. **See Appendix B: Soil Testing Information** for testing details. **Repeat annually. Begin June 2017**
- ☐ Set up a large-scale composting operation on-site. Consult with Sam Cordova, NMDGF W.S. Huey Farm Manager, for assistance with setting up the operation. Green material can be obtained in the form of manure; try contacting Four Corners Equine Rescue, Aztec, NM, 505-334-7220 first to find manure. Brown material can come from mulched wood and other plant materials collected during cleanup operations on the WMA. **Begin Summer 2017**

- Apply finished compost to fields annually; consult with Sam Cordova, NMDGF W.S. Huey Farm Manager, for application information
- As needed based on soil testing, apply other fertilizers that will not lead to buildup of salts on the soil, such as fish emulsion

Management Action 2: Plant a soil-building crop in all agricultural fields and assess the suitability of each field to cultivation

- Work through Jose Pino, NRCS Soil Conservationist Aztec Field Office, 505-334-3090 ext. 5627 to obtain seed vendor and planting information for *Four Corners Field Rejuvenator Seed Mix*. This seed mix was developed by a local agronomist to specifically restart fields in the Four Corners region with limited water. The mix contains legumes like vetches to build soil nitrogen and grains like millet to aid in legume establishment. This mix is perennial, which reduces the need for soil disturbance while building soil quality. The mix will also provide food for wildlife. Work with NMDGF staff and Jose Pino and use information from annual soil tests to determine how long, if ever, to change to a different crop. *Begin Summer 2018*

Note: Plowing depth cannot exceed 18" deep due to archaeological concerns and must be considered when planning and planting

- Establish photo points at the south, center of each field and collect photos on a monthly basis during the growing season (May-September) each year to track the suitability of each field to cultivation and to monitor for problems. *Fields that continually fail to produce sufficient crop growth/production may need to be converted to native upland by planting with hardy native vegetation. Begin May 2017 by photographing existing production pre-planting*
- Work with the Department's Field Operations Division and local agencies to track deer-vehicle collisions and poaching concerns and adjust cultivation as necessary to minimize impacts. *For example, ultimately focus on bird-friendly forages near the highway*

Management Action 3: Assess, repair, and upgrade the irrigation system

- Work with Chuck Schultz, NMDGF Northwest Area Regional Habitat Biologist, to map all irrigation ditches and collect information on control structures, water flow, and maintenance needs. *Begin Summer 2017*
- Begin cleaning, patching, and repairing existing irrigation system for short-term use. *Begin Summer 2017*
- Facilitate visits by Jose Pino, NRCS Soil Conservationist Aztec Field Office, 505-334-3090 ext. 5627 to collect elevation data across Jackson Lake WMA. *Begin Summer 2017*
- Work with Jose Pino and NMDGF staff to create a design and plans for an irrigation system upgrade. Consider water efficiency, cost efficiency, and ease of operation with limited staff. Jackson Lake will likely become the sole irrigation source for the

agricultural fields. *A low-pressure, side-roll system can be an option to consider. Begin Summer 2017*

- ☐ Work with Russ Benjamin, NMDGF Operations Manager, to upgrade irrigation outflow and install screens (to prevent fish from entering the irrigation system) on Jackson Lake and related pipe and valves to ensure efficient water movement. *Begin after irrigation system design and planning is complete*
- ☐ Secure funding and install the new irrigation system

Management Objective 4: Maintain hunting opportunities

Management Action 1: Provide feedback to the Department's Wildlife Management Division–Wildlife Section when requested to help establish and maintain hunting opportunities on Jackson Lake WMA

Management Action 2: Maintain a notebook of public requests and observed needs to improve hunting opportunities. Communicate this information to relevant Department staff

Management Action 3: Continue regular law enforcement patrols by Department Field Operations staff to ensure hunting regulation compliance

Management Objective 5: Maintain fishing opportunities in Jackson Lake

Management Action 1: Stock about 15,500 catchable rainbow trout annually as per the 2016 Statewide Fisheries Management Plan from September to May

Management Action 2: Maintain walk-in trails to ensure adequate angler access

Management Action 3: Maintain administrative road to ensure road access for fish stocking activities

Management Action 4: Continue regular law enforcement patrols by Department Field Operations staff to ensure fishing regulation compliance

Management Objective 6: Maintain public access and outdoor recreation opportunities
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Management Action 1: Maintain a notebook of public requests and observed needs to improve public access and outdoor recreation opportunities. Communicate this information to relevant Department staff

Management Action 2: Work with the Department's Information and Education Division to discuss opportunities for public education on Jackson Lake WMA

Management Action 3: Continue regular law enforcement patrols by Department Field Operations staff to ensure regulation compliance

Management Objective 7: Maintain lands, infrastructure, and facilities to promote enjoyable and safe use of Jackson Lake WMA

Management Action 1: Maintain the lands of Jackson Lake WMA

- ☐ Mow all roads and roadsides on the WMA as necessary to maintain an open and easily-passable condition. Begin Summer 2017
- ☐ Remove overgrown vegetation in a manner that maintains aesthetic appeal but does not negatively impact wildlife habitat. Begin Summer 2017
- ☐ Work with Chuck Schultz, NMDGF Northwest Area Regional Habitat Biologist to establish native grasses and forbs on bare soils near the highway and in areas visible to the public. Use a water trailer to water and promote growth as needed. Begin Summer 2017
- ☐ Remove dead and dying trees across Jackson Lake WMA. Mulch limbs when possible and use the mulch as part of the composting operation and moist soil pond management. Begin Summer 2017

Management Action 2: Maintain the infrastructure on the Jackson Lake WMA

- ☐ Blade roads as necessary to maintain an open and easily-passable condition. Begin Summer 2017
- ☐ Repair and maintain in a functioning capacity gates, fencing, and other infrastructure. Begin Summer 2017
- ☐ Update and replace property signage to align with current rules and ensure ease of interpretation by the public. Begin Summer 2017 as part of sign replacement efforts on all State Game Commission Lands
- ☐ Cleanup trash around Jackson Lake and along roadsides as needed. Investigate options to install trash cans at Jackson Lake. Begin Summer 2017
- ☐ Dispose of non-functioning equipment and unneeded supplies across Jackson Lake WMA. Begin Summer 2017

Management Action 3: Maintain facilities on the Jackson Lake WMA

- ☐ Remove derelict structures on the property not protected by archaeological regulations. See **Appendix C: Structure Removal and Retention Photos**. Begin Summer 2017
- ☐ Install fencing or plant vegetation to obscure from public view and access all structures protected by archaeological regulations that cannot be removed. See **Appendix C: Structure Removal and Retention Photos**. Begin Summer 2017
- ☐ Set up a portable office building with restroom on the central housing site at Jackson Lake WMA. Complete Summer 2017

- ☐ Establish a plan to remove barn and storage structures in the center of Jackson Lake WMA and include options to replace with a storage facility that will adequately house relevant equipment and supplies to prevent weathering. Begin Winter 2017
- ☐ Implement farm safety inspections and MSDS requirements in all facilities on Jackson Lake WMA. Begin Summer 2017
- ☐ Retain a working well/source of water and hose to perform farm operations
- ☐ Replace the old leaky and rusted tanks with new overhead fuel tanks and a proper leak prevention system below, with a service contract. Complete Summer 2017

Management History

This section provides an archive of select, completed activities along with notes, conclusions, and considerations for future management.

(Information to be added upon completion of activities)

Appendix

Appendix A: Operation of the Pickering Diversion

The Pickering Diversion on the La Plata River is designed to divert water into the Pickering Ditch on Jackson Lake WMA. The diversion was designed by USFWS engineers and constructed by the Department. If the diversion is not properly operated, sediment will build behind the diversion preventing water from entering the turnout to the Pickering Ditch. Follow the instructions below for proper operation:



Sediment will build behind the diversion (Center) preventing water from entering the turnout to the Pickering Ditch (Right) if the diversion is not properly operated.

1. When water is not being diverted into the Pickering Ditch, the 36" Waterman diversion gate on should always be 100% open, *even if the La Plata River is not flowing!* This will allow sediment to pass through the diversion and create a vortex behind the diversion that prevents sediment build-up in front of the turnout to the Pickering Ditch. **Caution: stay clear of the open diversion as the suction created can be dangerous**
2. To divert water into the Pickering Ditch:
 - a. Remove any vegetation, debris, or sediment that has built in front of the Pickering Ditch turnout
 - b. Open the 24" Waterman turnout gate approximately 50%
 - c. Drop the 36" diversion gate such that the bottom of the 36" diversion gate is 3-6" below the bottom of the 24" turnout gate. This will redirect water flow into the Pickering Ditch

- d. If water is not flowing out the end of the Pickering Ditch pipeline, excavate and remove the 2 marked vent caps along the Pickering ditch pipeline to remove air (or simply allow 24-hours for air to clear on its own). **Caution: remove vent caps slowly and stand clear as pressure behind the caps can cause them to blow off**
 - e. Once water is flowing fully out the end of the Pickering Ditch pipeline, open the 24" turnout gate 100%; raise the 36" diversion gate such that the bottom of the 36" diversion gate is 3-6" below the bottom of the 24" turnout gate.
3. Remove any vegetation, debris, or sediment that may build up in front of the diversion or turnout at a regular interval



36" Waterman Sluice Gate Open



End of Pickering Ditch Pipeline

Appendix B: Soil Testing Information

Soils should be analyzed on an annual basis from randomly-selected points in each field or at least one sample per 40 acres at Jackson Lake WMA. Annual sampling will help track the benefit of soil improvements and reveal soil problems early. Work through Bonnie Hopkins, Agricultural Extension Agent for San Juan County, (505) 334-9496, to collect soil samples. Soils can be analyzed by the:

Soil, Water, & Plant Testing Lab
Colorado State University
Campus Delivery 1120
NESB Room A320,
Fort Collins, CO 80523-1120
970-491-5061

<http://www.soiltestinglab.colostate.edu/index.html>

Colorado State University is a government entity and is exempt from the standard bid process per procurement code. Simply obtain an estimate for the number of samples to be tested and shipping costs. The lab is under vendor ID#45740; Address 10.

Appendix C: Structure Removal and Retention Photos

The structures pictured below may be removed from Jackson Lake WMA:



The structures pictured below are protected by archaeological restrictions and must be retained on Jackson Lake WMA indefinitely. These structures should be obscured from public view and access by fencing or vegetation:

