

CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING AGENDA

July 30, 2013 –9:00 a.m.

Chaves County Administrative Center – Joseph R. Skeen Building
Commission Chambers - #1 St. Mary's Place

CALL TO ORDER

PLEDGE OF ALLEGIANCE

DETERMINATION OF QUORUM

APPROVAL OF MINUTES

AGENDA ITEMS

A. AGREEMENTS AND RESOLUTIONS

1. Agreement A-13-013-between Chaves County and La Casa de Buena Salud, Inc., for Lease of Building Located at 1511 S. Grand
2. Agreement A-13-014-between Chaves County and the Southeastern New Mexico Economic Development District for Lease of Property
3.
 - A. Agreement A-13-015-between Chaves County and WINGS for L.I.F.E
 - B. Agreement A-13-016-between Chaves County and Chaves County Casa Program
 - C. Agreement A-13-017-between Chaves County and Chaves County Casa Program
4. Agreement A-13-018-between the United States Department of Agriculture (USDA), Animal Plant Health Inspection Service (APHIS), Wildlife Services (WS) and Chaves County for a Cooperative Wildlife Services Program
5.
 - A. Agreement A-13-019 between Chaves County and NMDOT 2013/2014 School Bus Route Program
 - B. Resolution R-13-039-Adopting 2013/2014 School Bus Route Program
6.
 - A. Agreement A-13-020 between Chaves County and NMDOT 2013/2014 Cooperative Agreement Program
 - B. Resolution R-13-038-Adopting 2013/2014 Cooperative Agreement Program
7.
 - A. Agreement A-13-021 between Chaves County and NMDOT 2013/2014 County Arterial Program

- B. Resolution R-13-037-Adopting 2013/2014 County Arterial Program
- 8. Resolution R-13-030-Authorizing Suspending the Minimum Penalty Requirements of the Property Tax Code
- 9. Resolution R-13-022-Approval of Deletion of Property
- 10. Resolution R-13-027-Approval of Fiscal Year 2012/2013 Year End Close Out
- 11. Resolution R-13-028-Approval of Fiscal Year 2013/2014 Final Budget
- 12. Resolution R-13-029 and Agreement A-13-012-between Chaves County and Southeastern New Mexico Economic Development District/Council of Governments for Annual Membership
- 13. Resolution R-13-031-Approval of Quarterly Report Fiscal Year 2012/2013
- 14. Resolution R-13-032-Approval of Fiscal Year 2012/2013 BAR Health to CDBG
- 15. Resolution R-13-034-Formal Adoption of the Center for Environments Science, Accuracy and Reliability (CESAR) Report the Proposed Listing of the Lesser Prairie Chicken
- 16. Resolution R-13-035-Placing a Moratorium on Approving New Subdivisions within Chaves County

C. OTHER BUSINESS

- 17. DFA Approval of Fiscal Year 2013/2014 Interim Budget
- 18. Permission to Advertise for a Public Hearing Regarding Proposed Ordinance O-086, Prohibiting the Importation and Relocation of Prairie Dogs and Other Rodent Pests into or within Chaves County
- 19. Permission to Advertise for a Public Hearing Regarding the Revision of Ordinance #8 Chaves County Personnel Policy

CONSENT AGENDA

- 1. A. Amendment No. 1-Resolution R-13-001-Notice for Public Meetings for the Chaves County Board of Commissioners
- B. Amendment No. 1-Resolution R-13-002-Notice for Public Meetings for the Chaves County Indigent Hospital/HealthCare Board

2. Resolution R-13-033-Creation and Upgrades of Personnel Positions and Personnel Charts
3. Resolution R-13-036-Authorizing Chaves County to “Pick-Up” PERA Statutory Employee Contribution Rate Increase of 1.5%

APPROVAL OF CHECKS

APPROVAL OF REPORTS

UNSCHEDULED COMMUNICATIONS LIMITED TO FIVE MINUTES PER VISITOR NO FORMAL ACTION TAKEN BY COMMISSION

- **COUNTY MANAGERS' COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing of a meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week prior to the meeting. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Commissioner's office if a summary or other type of accessible format is needed.

AGENDA ITEM: ___ 1 ___

Agreement A-13-013 Between Chaves
County and La Casa de Buena Salud, Inc. for
Lease of Building Located at 1511 S. Grand

MEETING DATE: July 30, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This agreement, if approved, would allow La Casa de Buena Salud to continue to lease the building at 1511 S. Grand for the purpose providing health care services to the residents of Chaves County. The rent remains \$100.00 per month. The term of the lease is for one year with the option to renew for four additional years.

Staff recommends approval of Agreement A-13-013.

SUPPORT DOCUMENTS: Agreement A-13-013

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

**AGREEMENT A-13-013
BETWEEN CHAVES COUNTY AND
LA CASA DE BUENA SALUD, INC.
FOR LEASE OF BUILDING LOCATED AT 1511 S. GRAND**

THIS AGREEMENT is made this 30th day of July, 2013, by and between the County of Chaves, a political subdivision of the State of New Mexico, hereinafter referred to as “Lessor” and La Casa de Buena Salud, Inc., a New Mexico nonprofit corporation, hereinafter referred to as “Lessee”.

WHEREAS, Lessor is the owner of certain property located in Roswell, New Mexico, known as the Chaves County Community Health Center, approximately 3,044 square feet, which is located at 1511 S. Grand Street, Roswell, New Mexico, and

WHEREAS, Lessee desires to lease the Premises for the purpose of providing health care services to the residents of Chaves County, and

WHEREAS, it is the parties desire to enter into a lease agreement defining the rights, duties and liabilities relating to the Premises.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. LEASE. Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises.
2. TERM. The primary term of this Lease begins July 1, 2013 and runs for a period of one year ending June 30, 2014. This Agreement shall automatically renew for up to three (3) additional one (1) year periods, not to exceed a total of four (4) years, unless terminated in accordance with the terms provided herein.
3. TERMINATION. Either party may terminate this Agreement, with or without cause, by giving the other party sixty (60) days written notice of such intention to terminate.
4. RENT. As consideration for said lease, Lessee shall pay the County in monthly installments of One Hundred Dollars (\$100.00), which sum shall be paid on the tenth (10th) day of each month during the term of this Lease, and provide services and benefits to the citizens of Chaves County as set forth in Exhibit A, attached hereto and incorporated by reference into this lease. In addition, Lessee shall be responsible for (a) all maintenance and repairs to the building; (b) the purchase and maintenance of all insurances as required by the County; (c) all utilities; and (d) any improvements to the Premises (all improvements must have prior approval of the Chaves County Board of Commissioners).

The fair market rental value of the Premises is Twenty Two Thousand, Eight Hundred Thirty Dollars (\$22,830.00) a year (as shown in Exhibit A). The parties do hereby agree that the consideration paid and provided by Lessee as shown in Exhibit A exceeds the fair market rental value of the Premises.

5. USE OF PREMISES. Lessee shall use and occupy the Health Clinic only for the purposes of providing health care services to residents of Chaves County and surrounding areas of Eastern New Mexico. Lessee may not use and occupy the Premises for other purposes without the written consent of Lessor. Lessee shall conform with and comply with all applicable municipal, state and federal ordinances, laws, rules and regulations when using the Premises so as to not create any nuisance or permit any trade or occupation to be carried on or use made of the Premises that is offensive or injurious to any person or property. If Lessee fails to utilize and occupy the Premises as a health office or for activities reasonably related thereto without having first obtained the written consent of Lessor, Lessor shall have the option to terminate this lease, and to reenter the Premises as hereinafter set forth.

6. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful activity. Lessee shall see that all persons coming on to the Premises shall use the Premises in an orderly courteous, and safe manner, with due regard of the rights of others who may be using the Premises.

7. UTILITIES. Lessee shall pay for the following utilities serving the Premises during the term of this Lease: electricity, gas, water and telephone service. All payments shall be made by the Lessee directly to the utility company furnishing such service, so that neither the Lessor nor the Premises shall be or become liable for any such rate, rentals or charges.

8. REPAIRS AND MAINTENANCE. During the term of this Lease, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

In addition, Lessee will also be responsible for outside of the building, roof, glass, lawn, cooling and heating systems, electrical, plumbing, grounds, landscaping, parking lot, external doors, outdoor security lighting, and any damages which are caused by Lessee's failure to maintain the items for which it is responsible.

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense arising out of the use of the Premises

by Lessee, its agents, employees, invitees or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

Lessor shall not be liable to Lessee or any person for any damage or injury arising out of the use of the Premises by Lessee to any person or property occasioned by Lessee's use. Lessee agrees and covenants to defend, indemnify and save harmless Lessor from all such liability and expense in connection with Lessee's use of the Premises.

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises.

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions and regulations. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor's prior approval, make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. All plans for such material changes must first be submitted to and receive the approval of Lessor. Lessor agrees to respond promptly to each request for approval. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

12. MECHANIC'S AND MATERIALMEN'S LIENS. No liens of any mechanic, materialman, laborer, architect, artisan, contractor, subcontractor or any other lien of any kind whatsoever, shall be created against or imposed upon the Premises, or any part thereof.

13. INSURANCE. At all times during the term of this Lease, Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurers authorized to do business in the State of New Mexico and which are of generally recognized responsibility and acceptable to lessor the following insurance coverages:

- A. A public liability insurance policy in the amount of One Million Dollars (\$1,000,000) with no limiting modifications including Lessor as a named insured party.
- B. An insurance policy which covers damage to, or the destruction of, the demised Premises in the amount of Five Hundred Thousand Dollars (\$500,000) with no limiting modifications including Lessor as a named insured party.

All insurance required by this section shall be effected under valid and enforceable policies upon the commencement of the term hereof, and Lessee shall deliver to Lessor true and correct copies of the insurance policy or policies required.

All of such policies shall provide that Lessor shall receive not less than ten (10) days notice prior to any cancellation, material change, in terms of coverage, or reduction of the coverage evidence by such policy or policies of insurance.

14. DAMAGE OR DESTRUCTION. In the event the Premises, or any portion thereof, is damaged or destroyed by any cause whatsoever, including but not limited to acts of God, this Lease shall terminate.

15. CONDITIONS OF DEFAULT, REMEDIES OF LESSOR; SECURITY FOR PERFORMANCE. If at any time during the term of this Lease or any renewal or extension thereof, Lessee shall:

A. Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured within ten (10) days after written notice has been given to Lessee specifying that such payment is due; or

B. Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

Then, in any such event, Lessee shall be in default under the terms of this Lease and Lessor shall have the following remedies:

A. Lessor may sue to collect any and all sums which may accrue to Lessor by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease.

B. Lessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

C. Lessor may, without further notice to Lessee and without demand for rent due or for the observance or performance of any of said terms, conditions or agreements, terminate this Lease, re-enter the Premises and remove all persons and property therefrom, using such force as may be necessary.

D. If Lessee shall at any time be in default in fulfilling any of the covenants of this Lease, Lessor may, but shall not be obligated so to do, and without notice to or demand upon Lessee, take or cause to be taken such action or made such payment as may be required by such covenant, at Lessee's risk and expense, and all expenses, costs, and liabilities of Lessor incurred in accordance with the terms of this paragraph shall be deemed additional rental hereunder, and shall be paid to Lessor on demand, together with interest at the rate of 15% annum.

E. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by lessor of rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof, nor absolve Lessee from its obligation to pay the full rental provided herein. The acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest under the terms of this Lease without the prior written consent of Lessor first being obtained. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease.

No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or any assignee or sublessee or transferee.

A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons.

Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease.

17. SURRENDER. Lessee covenants and agrees to deliver up and surrender possession of the Premises to Lessor at the termination of this lease, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this lease, and in as good

condition and repair as shall be required of Lessee during the term hereof, excepting only natural wear and decay which cannot reasonably be arrested by regular repair and maintenance.

18. OWNERSHIP OF BUILDING, STRUCTURES AND OTHER IMPROVEMENTS.

All buildings, structures, installations and other permanent structural improvements presently existing or which may hereafter be erected or placed upon the Premises, whether by Lessor or Lessee, shall be and remain the property of Lessor, and Lessor shall derive all benefits of such ownership, including all benefits accruing to Lessor by law from depreciation thereof.

19. SUMS DUE LESSOR A LIEN. Subject to the other provision contained in this Lease Agreement, all sums which shall become due to Lessor on account of any provision whatsoever of this lease are and shall always constitute a valid lien upon any and all goods, chattels and other property belonging to the Lessee and located upon the Premises.

20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to Mark Bayless, 1511 S. Grand Avenue, Roswell, NM 88201. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

21. COVENANTS RUN TO SUCCESSORS, ASSIGNS, ETC. It is agreed that all covenants, conditions, agreements and undertakings in this lease shall extend to and be binding upon the parties hereto, and their heirs, successors, personal representatives and assigns.

22. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

23. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. AMENDMENTS. The parties hereto agree that this Lease agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

25. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

26. TIME OF ESSENCE. Time shall be of the essence in the performance by the parties of all the terms, conditions and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the date first written above.

LESSOR:

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Greg Nibert, Chairman

ATTEST:

Dave Kunko, County Clerk

LESSEE:

LA CASA DE BUENA SALUD, INC.

By: _____
Seferino Montaña, Administrator

Exhibit A
to
Agreement A-13-013

Building located at 1115 S. Grand Avenue is 3,044 sq. ft. and it is estimated that it could rent for \$2,000.00 a month, \$24,000.00 a year.

Fair Market Lease for the building is \$22,830 a year.

In accordance with the Lease, La Casa will have to pay the following;

1. Utilities: Electric, gas, water, sewer, phone estimate	\$ 8,000.00
2. Insurance, liability, property estimate	\$ 3,500.00
3. Maintenance and repairs estimate	\$ 3,000.00
Services La Casa donates to our Community	\$417,421.86

Rent and Fees

1. Annual rent covers any admin costs County might incur	\$ 1,200.00
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These numbers show that the County receives a huge benefit from La Casa. That coupled with the expenses and responsibilities offset the Fair Market Value of the building.

AGENDA ITEM: 2

Agreement A-13-014 Between Chaves County and the Southeastern New Mexico Economic Development District for Lease of Property

MEETING DATE: July 30, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This is a lease agreement for office space located at the Pecos Valley Medical Complex, 1600 SE Main Street, Roswell, NM, Suite D-1. The Southeastern New Mexico Economic Development District will pay \$1,200 per month rent and Chaves County will pay all utilities except telephone and internet. This lease is for a term of one year with an option to extend for three (3) additional years.

Staff recommends approval of Agreement A-13-014.

SUPPORT DOCUMENTS: Agreement A-13-014.

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

**LEASE AGREEMENT A-13-014
BETWEEN CHAVES COUNTY AND THE SOUTHEASTERN
NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT
FOR LEASE OF OFFICE SPACE**

THIS AGREEMENT is made this 30th day of July, 2013, by and between the County of Chaves, a political subdivision of the State of New Mexico, herein referred to as “Lessor” and the Southeastern New Mexico Economic Development District, hereinafter referred to as “Lessee”.

WHEREAS, Lessor is the owner of certain property located in Roswell, New Mexico, known as the Pecos Valley Medical Complex, which is located at 1600 SE Main, Roswell, New Mexico, in which are located certain office suites and spaces; and

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor the office space constituting a portion of the building, identified as Suite D-1, (the “Premises”), upon the terms and conditions set forth herein.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and agreements set forth herein, the parties do hereby agree as follows:

1. **LEASE.** Lessor does hereby lease to Lessee and Lessee hereby leases from Lessor the Premises.
2. **TERM.** The primary term of this Lease begins July 1, 2013 and runs for a period of one year ending June 30, 2014. This Agreement shall automatically renew for up to three (3) additional one (1) year periods, not to exceed a total of four (4) years, unless terminated in accordance with the terms provided herein.
3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, by giving the other party sixty (60) days written notice of such intention to terminate.
4. **RENT.** The lease amount shall be paid in monthly installments of One Thousand, Two Hundred Dollars (\$1,200.00), which sum shall be paid on the first day of each month during the term of this Lease. Lessee may prepay any installment or installments of rent at any time provided, however, that such prepayment shall not be in excess of nine (9) months annual rental without the prior written consent of Lessor. All rentals required by the terms of this Lease shall be paid in lawful money of the United States or by check or draft of the Lessee, or someone acting for the Lessee, redeemable in lawful money of the United States, and shall be paid to Chaves County Treasurer, PO Box 1772, Roswell, NM 88202-1772 (check shall reference property), or at such other address as Lessor may from time to time furnish Lessee for this purpose.
5. **USE OF PREMISES.** Lessee covenants and agrees that it will use and occupy the Premises only as an office or for related support activities, and for no other purpose without having first obtained the written consent of the Lessor. In the event Lessee fails to utilize and occupy the Premises as an office or for activities reasonably related thereto without having first obtained the

written consent of Lessor, Lessor shall have the option to terminate this Lease, and to re-enter the Premises as hereinafter set forth. Notwithstanding anything contained herein to the contrary, in no event shall the Lessee use the Premises in any way which will increase the risks covered by insurance on the Premises and result in a cancellation of any insurance required to be obtained by this Agreement, even if such a use would otherwise be in furtherance of Lessee's business purposes.

Lessee, at its expense, shall conform with and comply with all applicable regulations, ordinances and laws relating to the use and occupancy of the Premises.

6. WASTE, NUISANCE OR UNLAWFUL ACTIVITY. Lessee shall not allow waste or nuisance on the Premises, or use or allow the Premises to be used for any unlawful activity. Lessee shall see that all persons coming on to the Premises shall use the Premises in an orderly courteous, and safe manner, with due regard of the rights of others who may be using the Premises.

7. UTILITIES. Lessor shall pay for the following utilities serving the Premises during the term of this Lease: electricity, gas, and water. All payments shall be made by the Lessor directly to the utility company furnishing such service.

8. REPAIRS AND MAINTENANCE. During the term of this Lease and all renewals thereof, Lessee shall make, at its own expense, all repairs needed to maintain the Premises in good condition and repair, including such repairs, alterations and maintenance as may be necessary to impede normal wear and tear, or as may be necessary in order that the Premises, including the improvement or fixtures thereon, shall conform to the lawful requirements, laws, ordinances, directions of proper public authorities, and the requirements of all policies of insurance in force relating to the Premises, except those repairs and maintenance which are the responsibility of Lessor. Lessee shall indemnify, defend and save lessor free and harmless from any claim, penalty, or damage or charge imposed for the violation of such laws, ordinances, rules and regulations, whether occasioned by the neglect of Lessee, or any agent or person in the employ of Lessee, or any person contracting with Lessee.

Lessor will be responsible for outside of the building, roof, glass, lawn, cooling and heating systems, electrical, plumbing, grounds, landscaping, parking lot, external doors, outdoor security lighting, sprinkler system, and will reasonably maintain the same.

9. LIABILITY OF LESSEE. Lessee agrees to defend, indemnify and save Lessor harmless against any and all loss, damage, claim or expense arising out of the use of the Premises by Lessee, its agents, employee, invitee or trespassers, or out of any accident or other occurrence arising out of the use of the Premises, causing injury to any person whomsoever, or property whatsoever, due directly or indirectly to the use of the Premises or any part thereof by Lessee, its agents, employees, customers, patrons or other persons using the leased Premises.

Lessor shall not be liable to Lessee or any person for any damage or injury arising out of the use of the Premises by Lessee to any person or property occasioned by Lessee's use. Lessee agrees and covenants to defend, indemnify and save harmless Lessor from all such liability and expense in connection with Lessee's use of the Premises.

10. LESSOR'S ACCESS TO THE PREMISES. Lessor, its agents or employees, shall have the right to enter the Premises during normal business hours to inspect said Premises. Notwithstanding anything contained herein, Lessor shall have no duty whatsoever to make any inspection, and lessor shall not be held liable for any failure to discover, observe, or remedy any defects on or about the Premises. In addition, Lessor shall have the right to enter the Premises during normal business hours during the last ninety (90) days of the term of this Lease or any renewal or extension thereof, for the purpose of exhibiting the Premises to prospective Lessees. Lessor shall inspect the Premises with Lessee at the beginning of this Lease.

11. ALTERATIONS OR ADDITIONS. Provided Lessee is not in default under the terms of this Lease, Lessee may, at its own expense, alter and/or modify the Premises, including the internal structures, installations and improvements located upon the Premises, as Lessee shall so elect. The construction and/or alteration of the Premises shall be done in a good and workmanlike manner and in conformity with all applicable laws, ordinance, restrictions and regulations. Notwithstanding anything contained herein to the contrary, Lessee may, without Lessor's prior approval, make only those changes to the improvements which do not constitute a material change in the structure and which do not impair the quality, lessen the utility, or decrease the value of the Premises. All plans for such material changes must first be submitted to and receive the approval of Lessor. Lessor agrees to respond promptly to each request for approval. At the termination of the Lease, all alterations and modifications shall become the property of the Lessor.

12. MECHANIC'S AND MATERIALMEN'S LIENS. No liens of any mechanic, materialman, laborer, architect, artisan, contractor, subcontractor or any other lien of any kind whatsoever, shall be created against or imposed upon the Premises, or any part thereof.

13. INSURANCE. At all times during the term of this Lease, and any renewal or extension thereof, Lessee will, at its sole cost and expense, and as additional rent hereunder procure and maintain, with insurers authorized to do business in the State of New Mexico and which are of generally recognized responsibility and acceptable to lessor the following insurance coverages:

A. A policy of public liability insurance covering bodily injury and property damage liability. Said public liability insurance shall be provided by one of the following methods:

- (1) Lessee shall secure an endorsement to its own comprehensive general liability insurance policy, including Lessor as a named insured therein, insofar as such policy covers the Premises, which policy shall provide not less than \$1,000,000 combined single limit bodily injury/property damage coverage.
- (2) Lessee shall secure an owner's, landlord's and tenant's protective liability policy, or other appropriate type of policy covering the Premises and Lessor and Lessee, with the same limits and coverage as set out in Paragraph 13A above.

B. All insurance required by this section shall be effected under valid and enforceable policies upon the commencement of the term hereof, and Lessee shall deliver to Lessor true and correct copies of the insurance policy or policies required.

C. All of such policies shall provide that Lessor shall receive not less than ten (10) days notice prior to any cancellation, material change, in terms of coverage, or reduction of the coverage evidence by such policy or policies of insurance.

14. DAMAGE OR DESTRUCTION. In the event the Premises, or any portion thereof, is damaged or destroyed by any cause whatsoever, including but not limited to acts of God, this Lease shall terminate.

15. CONDITIONS OF DEFAULT, REMEDIES OF LESSOR; SECURITY FOR PERFORMANCE. If at any time during the term of this Lease or any renewal or extension thereof, Lessee shall:

A. Default in the payment of any fixed monthly rent or any other sums specifically to be paid by Lessee hereunder and such default shall not have been cured within ten (10) days after written notice has been given to Lessee specifying that such payment is due; or

B. Default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than the covenants to pay rent or any other sum herein specified to be paid by Lessee, and such default shall not have been cured within fifteen (15) working days after Lessor shall have given Lessee written notice thereof specifying such default; provided, however, that if the default complained of shall be of such nature that the same cannot be completely remedied, or cured within such fifteen (15) day period, then such default shall not be an enforceable default against Lessee for the purposes of this paragraph if Lessee shall have commenced curing such default within such fifteen (15) day period and shall proceed with reasonable diligence and in good faith to remedy the default complained of.

Then, in any such event, Lessee shall be in default under the terms of this Lease and Lessor shall have the following remedies:

A. Lessor may sue to collect any and all sums which may accrue to Lessor by virtue of the provisions of this Lease and/or for any and all damage that may accrue by virtue of the breach of this Lease.

B. Lessor may sue to restrain by injunction any violation or threatened violation of the covenants, conditions or provisions of this Lease.

C. Lessor may, without further notice to Lessee and without demand for rent due or for the observance or performance of any of said terms, conditions or agreements,

terminate this Lease, re-enter the Premises and remove all persons and property therefrom, using such force as may be necessary.

D. If Lessee shall at any time be in default in fulfilling any of the covenants of this Lease, Lessor may, but shall not be obligated so to do, and without notice to or demand upon Lessee, take or cause to be taken such action or made such payment as may be required by such covenant, at Lessee's risk and expense, and all expenses, costs, and liabilities of Lessor incurred in accordance with the terms of this paragraph shall be deemed additional rental hereunder, and shall be paid to Lessor on demand, together with interest at the rate of 15% annum.

E. The remedies of Lessor hereunder shall be cumulative and not exclusive of any other remedy hereunder or to which Lessor may be entitled in law or in equity. The failure of Lessor to insist upon strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment of the future of such or any other covenant or option, nor shall the receipt by lessor of rent with knowledge of any default by Lessee, or any other action of Lessor except a waiver expressed in writing signed by Lessor, be deemed a waiver of such default, nor shall the acceptance of Lessor of any sum of rental less than the sum provided for in this Lease alter the rental terms hereof, nor absolve Lessee from its obligation to pay the full rental provided herein. The acceptance of any lesser sum than the full rent herein stipulated shall be an acceptance of the amount paid on account of the full rent due.

16. ASSIGNMENTS, LEASES AND SUBLEASES. Lessee shall not assign any interest under the terms of this Lease without the prior written consent of Lessor first being obtained. Before any assignment of the Lease shall become effective, the assignee shall in writing assume and agree to be bound by all the covenants, agreements, terms and conditions of this Lease.

No assignment, sublease, or transfer of interest in whole or in part made by Lessee or any subsequent assignee or transferee in interest shall operate to discharge or abate any obligation hereunder made or hereafter assumed by Lessee or any assignee or sublessee or transferee.

A consent by Lessor to one assignment shall in no event be a consent to a subsequent assignment, sublease, or occupation by other persons.

Any unauthorized assignment or sublease shall, at the option of Lessor, be void and shall terminate the Lease.

17. SURRENDER. Lessee covenants and agrees to deliver up and surrender possession of the Premises to Lessor at the termination of this lease, by expiration of the term or otherwise, in as good condition and repair as the same shall be at the commencement of this lease, and in as good condition and repair as shall be required of Lessee during the term hereof, excepting only natural wear and decay which cannot reasonably be arrested by regular repair and maintenance.

18. OWNERSHIP OF BUILDING, STRUCTURES AND OTHER IMPROVEMENTS. All buildings, structures, installations and other permanent structural improvements presently existing or which may hereafter be erected or placed upon the Premises, whether by Lessor or Lessee, shall be and remain the property of Lessor, and Lessor shall derive all benefits of such ownership, including all benefits accruing to Lessor by law from depreciation thereof.

19. SUMS DUE LESSOR A LIEN. Subject to the other provision contained in this Lease Agreement, all sums which shall become due to Lessor on account of any provision whatsoever of this lease are and shall always constitute a valid lien upon any and all goods, chattels and other property belonging to the Lessee and located upon the Premises.

20. NOTICES. At any notice provided for herein shall be sufficiently given if served personally or if deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is to be served. If either the Lessor or Lessee shall at any time change its name, or if there be an assignment or other disposition of lease rights by either party, or if either party changes the place of address to which such notice or communication shall be sent, written notice of such communication shall be given to the other party. Until further notice in writing is served, any notice or communication with reference to this Lease Agreement addressed to Lessor may be addressed to the Chaves County Manager, PO Box 1817, Roswell, NM 88202-1817, and any such notices or communication addressed to Lessee may be addressed to Southeastern New Mexico Economic Development District, 1600 SE Main, Suite D-1, Roswell, NM 88203. Notices given as provided herein shall be deemed effectively given as of the date of personal delivery or as of the third business day following the date of deposit of same for mailing in the United States Post Office.

21. COVENANTS RUN TO SUCCESSORS, ASSIGNS, ETC. It is agreed that all covenants, conditions, agreements and undertakings in this lease shall extend to and be binding upon the parties hereto, and their heirs, successors, personal representatives and assigns.

22. ENTIRE AGREEMENT. The parties hereto agree that this Lease incorporates all of the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and that all covenants, agreements and understandings have been merged into this Lease. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable.

23. INVALIDITY OF PARTICULAR PROVISIONS. If any term or provision of this Lease or the application thereof to any person or circumstances shall be held invalid or unenforceable, the remainder of this Lease or the application of such term or provision to other persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

24. AMENDMENTS. The parties hereto agree that this Lease agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

25. TITLES FOR CONVENIENCE ONLY. The titles assigned to the foregoing provisions are assigned solely for the purpose of convenience. The substantive matters contained in the provisions of this Lease shall take precedence over the titles describing the same should a conflict arise between the two.

26. TIME OF ESSENCE. Time shall be of the essence in the performance by the parties of all the terms, conditions and provisions herein contained.

IN WITNESS WHEREOF, the parties hereto have executed this Lease agreement as of the date first written above.

LESSOR:

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Greg Nibert, Chairman

ATTEST:

Dave Kunko, County Clerk

LESSEE:

SOUTHEASTERN NEW MEXICO ECONOMIC DEVELOPMENT DISTRICT

By: _____
Hubert Quintana, Executive Director

AGENDA ITEM: 3

A. Agreement A-13-015 between Chaves County and WINGS for L.I.F.E.

B. Agreement A-13-016 between Chaves County and Chaves County Casa Program

C. Agreement A-13-017 between Chaves County and Chaves County Casa Program

MEETING DATE: 07/30/13

Action Requested by: Rebecca Melendez-Turner, Continuum Coordinator

Action Requested: **A.** Approval of Agreement A-13-015
 B. Approval of Agreement A-13-016
 C. Approval of Agreement A-13-017

Item Summary:

Chaves County received funding under the Juvenile Continuum Grant Fund for programs addressing at-risk youth. This funding was approved by the Chaves County Board of Commissioners at the regular business meeting held June 21, 2013 under Agreement No. A-13-011. The fully executed contract was received from New Mexico Children, Youth and Families Department with an effective date of July 3, 2013 thru June 30, 2014. Said funding was requested for the following programs:

- A. Agreement A-13-015
WINGS for L.I.F.E
\$46,000.00
 Provides education, life-skills training, discussion, and the Search Institutes® 40 Developmental Assets® in a family friendly environment and local schools.

- B. Agreement A-13-016
Chaves County CASA Program
Intensive Youth Advocacy
\$43,280.00
 Provides programs including Court Advocacy, Leadership Program, and an Alternative Education program for middle school students.

- C. Agreement A-13-017
Chaves County CASA Program
Girls Circle
\$20,000.00
 Provides gender-specific programming for at-risk youth in Chaves County.

Agreement Amount Summary:

WINGS for L.I.F.E	*	\$46,000.00
CASA Intensive Youth Advocacy Program	*	\$43,280.00
CASA Girls Circle Program	*	<u>\$20,000.00</u>
Total		\$109,280.00

The term of the Agreements will extend through June 30, 2014.

Staff recommends approval.

SUPPORT DOCUMENTS:

Agreement A-13-015, Wings for L.I.F.E. brochure, 40
Developmental Assets®
Agreement A-13-016, Intensive Youth Advocacy Project Flyer
Agreement A-13-017

Summary by: Rebecca Melendez-Turner

Title: Continuum Coordinator

**AGREEMENT A-13-015
BETWEEN CHAVES COUNTY AND
WINGS FOR L.I.F.E.**

THIS AGREEMENT is made and entered into this 30th day of July 2013 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County" and WINGS for L.I.F.E., hereinafter referred to as "Contractor".

WHEREAS, Chaves County was awarded a Continuum Grant by the State of New Mexico Children Youth and Families Department under the Juvenile Continuum Act for juvenile offender programs, and

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department (Agreement A-13-011) effective July 3rd, 2013, and

WHEREAS, Chaves County desires to contract services with the Contractor, as part of the Juvenile Continuum Act, for a WINGS for L.I.F.E. Program, and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **SCOPE OF WORK:** The Contractor shall operate a "WINGS for L.I.F.E. Program," for juveniles at risk. The basis for the program shall be the 40 Developmental Assets® national model developed by the Search Institute® that focuses on internal and external assets to help youth make positive choices.
2. **PROJECT OUTCOMES:** Within the context of the "Continuum of programs and services" identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

The successful progress of this program will be determined by the following:

Performance Measures

- * Amount of grant funds allocated
- * Use of best practice models
- * Number of youth *referred* to the program during the reporting period
- * Number of *intakes* completed by program staff during the reporting period
- * Number of youth referred to the program who were screened as *eligible* for services
- * Number of eligible youth to *enroll* in the program during the reporting period
- * *Demographics* of new youth enrolled during the reporting period

- * Number of youth *active* in the program during the reporting period
- * Number of juveniles who successfully *complete* the program requirements during the reporting period.
- * The Number of program youth who *offend* while participating in the program or who re-offend within 90 days of completing program
- * Estimated cost savings to the County as a result of program participants not being held in secure detention
- * Semi-Annual and Annual Narrative report identifying challenges, accomplishments, and statistical information relating to outcomes as listed below under “Outcomes”
- * Other performance measures as determined by the County or New Mexico Children Youth and Families Department

Outcomes

- * 90% of participating youth will exhibit desired change in targeted behaviors: substance abuse, anti-social behavior, family relationships, and social competencies.

3. COMPENSATION: The County agrees to pay the Contractor in full payment for services rendered at the rate of \$3,833.33 per month.

- * The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- * The total amount of monies payable to the Contractor under this Agreement shall not exceed Forty-Six Thousand Dollars (\$46,000.00) unless approved by the County.
- * This is a reimbursable contract. All invoices and receipts must be turned into Rebecca Melendez-Turner, Continuum Coordinator, PO Box 1597, Roswell, NM 88202-1597, faxed to (575) 624-6576, or emailed to rturner@co.chaves.nm.us on a monthly basis, no later than the 5th of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2014. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.

4. TERM OF THE AGREEMENT: Services will commence on July 3, 2013. This agreement shall terminate on June 30, 2014.

5. TERMINATION: This agreement may be terminated by either of the parties hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave,

- retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable for self-employment tax.
7. ASSIGNMENT: The Contractor 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 County.
 8. SUBCONTRACTING: This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.
 9. RECORDS AND AUDIT: The Contractor shall maintain, for three (3) years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. These financial records must be made available to the County upon request. A copy of the Contractor's audit is to be provided to the County upon its completion. The Contractor shall provide the County with detailed written narrative and financial reports upon termination of this Agreement regarding use of the funds. The County shall have a right to audit billings both before and after payment; payment under this agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.
 10. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See cilso Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.
 11. NON RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

12. RELEASE: The Contractor's acceptance of final payment of the amount due under this agreement shall operate as a release of the County, its elected officials, officers and employees of the County from all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within strict limits of that authority.
13. CONFIDENTIALITY: Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regards to HIPPA.
14. PRODUCT OF SERVICE—COPYRIGHT: All materials developed or acquired by Contractor under this agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
15. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.
16. MODIFICATION: This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
17. MERGER: This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
18. NOTICE: 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 illegal bribes, gratuities and kickbacks.
19. INDEMNIFICATION: The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages,

disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of the Contractor, its employees or agents, hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. APPLICABLE LAW: This agreement shall be governed by the laws of the State of New Mexico.

21. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, parties have executed this agreement as of the date of execution below.

Board of Commissioners of the County of Chaves

By: _____
Greg Nibert, Commission Chairman

Date: _____

WINGS for L.I.F.E.

By: _____
Shelly Currier, Executive Director

Date: _____

This Agreement is attested by:

By: _____
Dave Kunko, Chaves County Clerk

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: _____

Date: _____

WINGS FOR L.I.F.E.

P.O. Box 640

Roswell, NM 88202

575-317-2042

ShellyCurrier@WingsMinistry.org

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WINGS FOR L.I.F.E.

Empowering Youth & Families



LIFE SKILLS IMPARTED TO FAMILIES THROUGH EDUCATION

Wings for L.I.F.E.

is a community based program whose goal is to create healthy, functional families through education, life-skills training, discussion, and Search Institutes® 40 Developmental Assets®, in a family friendly environment. We reach out to individuals in recovery, families with loved ones incarcerated, former prisoners, probationers, and at-risk youth, Wings for L.I.F.E. provides behavioral and social skills needed to facilitate positive change as well access to community resources.

Current Programs:

- Weekly life-skills training and education for men and women at the Chaves County Detention Center
- Weekly parenting classes for men and women at the Chaves County Detention Center
- Weekly life-skills training and education for teens at the Chaves County Juvenile Detention Center
- Bi-Monthly Wings for L.I.F.E. meetings for individuals and families are held at the Roswell Boys & Girls Club on Sunday evenings.
- Building Assets Program for elementary school children through Roswell Independent School District

What we offer:

- Acceptance and support
- Community support
- Group mentoring, hope & encouragement
- Good humor & uplifting attitudes

A few examples of topics discussed:

- Effective parenting
- Manners
- Health issues
- Legal issues
- Money Matters
- Communication
- Domestic Violence
- Substance Abuse Education
- Holidays & special occasions
- Grief Share
- Finding & keeping a job
- Truancy
- Reading success with children
- Addressing concerns for our teens
- Discipline
- A LOT MORE!!!

Guest Speakers include:

- Judges • Financial Planners • Attorneys
- Social Workers • Instructors
- Healthcare Professionals
- Counselors • Agency Representatives
- Wings for L.I.F.E. Staff

Wings for L.I.F.E. offers discussion, support and empowerment for those seeking:

- Better communication
- Improved self-esteem
- Better job opportunities
- Better school attendance / performance for children
- Avoidance of detentions/suspensions
- Avoidance of probation/parole violations
- Help with dealing with an incarcerated parent or loved one
- To learn to deal with loss (life & death issues)
- Stronger interpersonal relationships
- Support in reinforcing recovery process

WINGS
FOR L.I.F.E.
Empowering Youth & Families

**AGREEMENT A-13-016
BETWEEN CHAVES COUNTY AND
CHAVES COUNTY CASA
FOR THE “INTENSIVE YOUTH ADVOCACY” PROGRAM**

THIS AGREEMENT is made and entered into this 30th day of July 2013 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as “County” and Chaves County CASA, hereinafter referred to as “Contractor”.

WHEREAS, Chaves County was awarded a Continuum Grant by the State of New Mexico Children Youth and Families Department under the Juvenile Continuum Act for alternatives to detention programs, and

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department (Agreement A-13-011) effective July 3, 2013, and

WHEREAS, Chaves County desires to contract services with the Contractor, as part of the Juvenile Continuum Act, for an Intensive Youth Advocacy Program, and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **SCOPE OF WORK:** Contractor shall provide for an “Intensive Youth Advocacy” Program for youth referred by the Juvenile Probation and Parole Office (JPPO) and Children’s Court.
2. **PROJECT OUTCOMES:** Within the context of the “Continuum of programs and services” identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

Juveniles referred to the “Intensive Youth Advocacy” Program shall participate in and complete the program. The successful progress of this program will be determined by the following:

Performance Measures

- * Amount of grant funds allocated
- * Use of best practice models
- * Number of youth *referred* to the program during the reporting period
- * Number of *intakes* completed by program staff during the reporting period
- * Number of youth referred to the program who were screened as *eligible* for services

- * Number of eligible youth to *enroll* in the program during the reporting period
- * *Demographics* of new youth enrolled during the reporting period
- * Number of youth *active* in the program during the reporting period
- * Number of juveniles who successfully *complete* the program requirements during the reporting period.
- * The Number of program youth who *offend* while participating in the program or who re-offend within 90 days of completing program
- * Estimated cost savings to the County as a result of program participants not being held in secure detention
- * Semi-Annual and Annual Narrative report identifying challenges, accomplishments, and statistical information relating to outcomes as listed below under “Outcomes”
- * Other performance measures as determined by the County or New Mexico Children Youth and Families Department

Outcomes

- * 80% of participants will report improvement in exhibiting desired change in targeted behaviors: substance abuse, anti-social behavior, family relationships and social competencies.
- * 80% of participants will report improvement as a result of receiving Supplemental Educational Services. Targeted behaviors will include: school performance, attendance, general behavior, coping skills, school/agency/home links, response to supports, aspirations.

3. COMPENSATION: The County agrees to pay the Contractor in full payment for services rendered at the rate of \$3,606.66 per month.

- * The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- * The amount of monies payable to the Contractor under this agreement shall not exceed Forty-Three Thousand Two Hundred Eighty Dollars (\$43,280.00) unless approved by the County.
- * This is a reimbursable contract. All invoices and receipts must be turned into Rebecca Melendez-Turner, Continuum Coordinator, PO Box 1597, Roswell, NM 88202-1597, faxed to (575) 624-6576, or emailed to rturner@chaves.nm.us on a monthly basis, no later than the 5th of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2013. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.

4. TERM OF THE AGREEMENT: Services will commence on July 3, 2013. This agreement shall terminate on June 30, 2014.

5. TERMINATION: This agreement may be terminated by either of the parties hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.
6. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable for self-employment tax.
7. ASSIGNMENT: Contractor 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 County.
8. SUBCONTRACTING: This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.
9. RECORDS AND AUDIT: The Contractor shall maintain, for three (3) years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. These financial records must be made available to the County upon request. A copy of the Contractor's audit is to be provided to the County upon its completion. The Contractor shall provide the County with detailed written narrative and financial reports upon termination of this Agreement regarding use of the funds. The County shall have a right to audit billings both before and after payment; payment under this agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.
10. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See also Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision

requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

11. NON RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.
12. RELEASE: The Contractor's acceptance of final payment of the amount due under this agreement shall operate as a release of the County, its elected officials, officers and employees of the County from all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County unless the Contractor has express written authority to do so, and then only within strict limits of that authority.
13. CONFIDENTIALITY: Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regards to HIPPA.
14. PRODUCT OF SERVICE—COPYRIGHT: All materials developed or acquired by the Contractor under this agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
15. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.
16. MODIFICATION: This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
17. MERGER: This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

18. NOTICE: 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 illegal bribes, gratuities and kickbacks.

19. INDEMNIFICATION: The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of the Contractor, its employees or agents, hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. APPLICABLE LAW: This agreement shall be governed by the laws of the State of New Mexico.

21. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, parties have executed this agreement as of the date of execution below.

Board of Commissioners of the County of Chaves

By: _____
 Greg Nibert, Commission Chairman

Chaves County CASA

Date: _____

By: _____
 Carrie-Leigh Cloutier, Executive Director

Date: _____

This Agreement is attested by:

By: _____
Dave Kunko, Chaves County Clerk

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: _____

Date: _____

Search Institute® has identified the following building blocks of healthy development—known as **Developmental Assets®**—that help young people grow up healthy, caring, and responsible.

External Assets	Support	<p>1. Family support—Family life provides high levels of love and support.</p> <p>2. Positive family communication—Young person and her or his parent(s) communicate positively, and young person is willing to seek advice and counsel from parents.</p> <p>3. Other adult relationships—Young person receives support from three or more nonparent adults.</p> <p>4. Caring neighborhood—Young person experiences caring neighbors.</p> <p>5. Caring school climate—School provides a caring, encouraging environment.</p> <p>6. Parent involvement in schooling—Parent(s) are actively involved in helping young person succeed in school.</p>
	Empowerment	<p>7. Community values youth—Young person perceives that adults in the community value youth.</p> <p>8. Youth as resources—Young people are given useful roles in the community.</p> <p>9. Service to others—Young person serves in the community one hour or more per week.</p> <p>10. Safety—Young person feels safe at home, school, and in the neighborhood.</p>
	Boundaries & Expectations	<p>11. Family boundaries—Family has clear rules and consequences and monitors the young person’s whereabouts.</p> <p>12. School Boundaries—School provides clear rules and consequences.</p> <p>13. Neighborhood boundaries—Neighbors take responsibility for monitoring young people’s behavior.</p> <p>14. Adult role models—Parent(s) and other adults model positive, responsible behavior.</p> <p>15. Positive peer influence—Young person’s best friends model responsible behavior.</p> <p>16. High expectations—Both parent(s) and teachers encourage the young person to do well.</p>
	Constructive Use of Time	<p>17. Creative activities—Young person spends three or more hours per week in lessons or practice in music, theater, or other arts.</p> <p>18. Youth programs—Young person spends three or more hours per week in sports, clubs, or organizations at school and/or in the community.</p> <p>19. Religious community—Young person spends one or more hours per week in activities in a religious institution.</p> <p>20. Time at home—Young person is out with friends “with nothing special to do” two or fewer nights per week.</p>

Internal Assets	Commitment to Learning	<p>21. Achievement Motivation—Young person is motivated to do well in school.</p> <p>22. School Engagement—Young person is actively engaged in learning.</p> <p>23. Homework—Young person reports doing at least one hour of homework every school day.</p> <p>24. Bonding to school—Young person cares about her or his school.</p> <p>25. Reading for Pleasure—Young person reads for pleasure three or more hours per week.</p>
	Positive Values	<p>26. Caring—Young person places high value on helping other people.</p> <p>27. Equality and social justice—Young person places high value on promoting equality and reducing hunger and poverty.</p> <p>28. Integrity—Young person acts on convictions and stands up for her or his beliefs.</p> <p>29. Honesty—Young person “tells the truth even when it is not easy.”</p> <p>30. Responsibility—Young person accepts and takes personal responsibility.</p> <p>31. Restraint—Young person believes it is important not to be sexually active or to use alcohol or other drugs.</p>
	Social Competencies	<p>32. Planning and decision making—Young person knows how to plan ahead and make choices.</p> <p>33. Interpersonal Competence—Young person has empathy, sensitivity, and friendship skills.</p> <p>34. Cultural Competence—Young person has knowledge of and comfort with people of different cultural/racial/ethnic backgrounds.</p> <p>35. Resistance skills—Young person can resist negative peer pressure and dangerous situations.</p> <p>36. Peaceful conflict resolution—Young person seeks to resolve conflict nonviolently.</p>
	Positive Identity	<p>37. Personal power—Young person feels he or she has control over “things that happen to me.”</p> <p>38. Self-esteem—Young person reports having a high self-esteem.</p> <p>39. Sense of purpose—Young person reports that “my life has a purpose.”</p> <p>40. Positive view of personal future—Young person is optimistic about her or his personal future.</p>

**AGREEMENT A-13-017
BETWEEN CHAVES COUNTY AND
CHAVES COUNTY CASA
FOR THE “GIRLS CIRCLE” PROGRAM**

THIS AGREEMENT is made and entered into this 30th day of July 2013 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as “County” and Chaves County CASA, hereinafter referred to as “Contractor”.

WHEREAS, Chaves County was awarded a Continuum Grant by the State of New Mexico Children Youth and Families Department under the Juvenile Continuum Act for alternatives to detention programs, and

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department (Agreement A-13-011) effective July 3, 2013, and

WHEREAS, Chaves County desires to contract services with the Contractor, as part of the Juvenile Continuum Act, for Girls Circle Program, and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties hereto agree as follows:

1. **SCOPE OF WORK:** Contractor shall provide for a “Girls Circle” Program for youth referred by the Juvenile Probation and Parole Office (JPPO) and Children’s Court.
2. **PROJECT OUTCOMES:** Within the context of the “Continuum of programs and services” identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

Female juvenile offenders referred by the JPPO to the evidence-based “Girls Circle” Program shall participate in and complete the program. The successful progress of this program will be determined by the following:

Performance Measures

- * Amount of grant funds allocated
- * Use of best practice models
- * Number of youth *referred* to the program during the reporting period
- * Number of *intakes* completed by program staff during the reporting period
- * Number of youth referred to the program who were screened as *eligible* for services

- * Number of eligible youth to *enroll* in the program during the reporting period
- * *Demographics* of new youth enrolled during the reporting period
- * Number of youth *active* in the program during the reporting period
- * Number of juveniles who successfully *complete* the program requirements during the reporting period.
- * The Number of program youth who *offend* while participating in the program or who re-offend within 90 days of completing program
- * Estimated cost savings to the County as a result of program participants not being held in secure detention
- * Semi-Annual and Annual Narrative report identifying challenges, accomplishments, and statistical information relating to outcomes as listed below under “Outcomes”
- * Other performance measures as determined by the County or New Mexico Children Youth and Families Department

Outcomes

- * 80% of participants will reveal significant increases (compared to pretest scores) in posttest body image scores, perceived social support, and level of self-efficacy – Short Term.
- * 80% of participants will reveal statistically significant improvement in: a) self-harming behavior, b) body image, c) social support, d) alcohol use, e) attachment to school, and f) self-efficacy – Long Term.

3. COMPENSATION: The County agrees to pay the Contractor in full payment for services rendered at the rate of \$1,666.66 per month.

- * The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- * The amount of monies payable to the Contractor under this Agreement shall not exceed Twenty Thousand Dollars (\$20,000) unless approved by the County.
- * This is a reimbursable contract. All invoices and receipts must be turned into Rebecca Melendez-Turner, Continuum Coordinator, PO Box 1597, Roswell, NM 88202-1597, faxed to (575) 624-6576, or emailed to rturner@co.chaves.nm.us on a monthly basis, no later than the 5th of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2014. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.

4. TERM OF THE AGREEMENT: Services will commence on July 3, 2013. This agreement shall terminate on June 30, 2014.

5. TERMINATION: This agreement may be terminated by either of the parties hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.
6. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable for self-employment tax.
7. ASSIGNMENT: Contractor 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 County.
8. SUBCONTRACTING: This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.
9. RECORDS AND AUDIT: The Contractor shall maintain, for three (3) years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. These financial records must be made available to the County upon request. A copy of the Contractor's audit is to be provided to the County upon its completion. The Contractor shall provide the County with detailed written narrative and financial reports upon termination of this Agreement regarding use of the funds. The County shall have a right to audit billings both before and after payment; payment under this agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.
10. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See also Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision

- requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.
11. NON RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.
 12. RELEASE: The Contractor's acceptance of final payment of the amount due under this agreement shall operate as a release of the County, its elected officials, officers and employees of the County from all liabilities, claims and obligations whatsoever arising from or under this agreement. The Contractor agrees not to purport to bind the County unless the Contractor express written authority to do so, and then only within strict limits of that authority.
 13. CONFIDENTIALITY: Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regards to HIPPA.
 14. PRODUCT OF SERVICE—COPYRIGHT: All materials developed or acquired by the Contractor under this agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.
 15. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.
 16. MODIFICATION: This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.
 17. MERGER: This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

18. NOTICE: 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 illegal bribes, gratuities and kickbacks.
19. INDEMNIFICATION: The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts, omissions or willful misconduct of the Contractor, its employees or agents, hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.
20. APPLICABLE LAW: This agreement shall be governed by the laws of the State of New Mexico.
21. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.

IN WITNESS WHEREOF, parties have executed this agreement as of the date of execution below.

Board of Commissioners of the County of Chaves

By: _____
Greg Nibert, Commission Chairman

Chaves County CASA

Date: _____

By: _____
Carrie-Leigh Cloutier, Executive Director

Date: _____

This Agreement is attested by:

By: _____
Dave Kunko, Chaves County Clerk

Date: _____

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

CRS ID Number: _____

Date: _____



Intensive Youth Advocacy Project

Providing powerful, innovative, effective programs for high risk youth

Court Advocacy

Court Appointed Special Advocates are specially trained officers of the court who advocate in the best interest of youth in trouble.

Advocates evaluate the child's legal, family, educational, and emotional situation. They make a report to the District Court judge focusing on the best interest of the child.

Contact: Gabriella Chacon

Leadership Program

Male youth attend an effective twelve-week Leadership Course which is designed to give them fundamental skills to break the cycle of violence.

Through the innovative use of on-site group mentoring, youth learn self-esteem, how to deal with anger and grief, leadership skills, and teamwork. They are given hope for their future.

Contact: Josefa Barraza

Girls Circle

Girls Circle is a nationally recognized program that promotes resiliency in girls of all ages.

It is a 12 week program designed to foster self-esteem, help girls maintain authentic connections with peers and adults, counter trends toward self-doubt, and allow for genuine self-expression through verbal sharing and creative activities. Girls learn ways to stay true to themselves. Engaging activities include journals, drama, murals, poetry, art, collage, creative visualization, and more.

Contact: Tasha Sing

Alternative Education

This is an innovative approach to serving middle school youth who have dropped out, been long term suspended or expelled.

This program has a diverse and active curriculum consisting of sports skills development, job skills development, character development, art, family involvement, life skills sessions, participation in cultural and community events, community service, and quality credit recovery education.

Contact: Josefa Barraza

We believe that youth should be reached through a holistic approach that reaches mind, body, spirit and family. CASA believes that all youth deserve a safe, loving, and permanent home. Our goal is to serve youth with a program that will



Chaves County CASA
500 N. Main St. #310
Roswell, NM 88201
575.625.0112
Fax 575.625.0213
www.casakids.org
E-mail: casakids@dfn.com

AGENDA ITEM: _____ 4 _____

Agreement A-13-018 Between the United States Department of Agriculture (USDA), Animal Plant Health Inspection Service (APHIS), Wildlife Services (WS) and Chaves County for a Cooperative Wildlife Services Program

MEETING DATE: July 30, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This is a cooperative service agreement between the USDA, APHIS, WS and Chaves County for a Wildlife Services Program (also known as Animal Damage Control). Chaves County will provide \$42,500 from the General Fund and \$46,000 from the Farm and Range Fund in support of the work plans as shown in the Program Budget. These funds have been allocated for the current fiscal year.

Staff recommends approval of Agreements A-13-018.

SUPPORT DOCUMENTS: Agreement A-13-018

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

WORK AND FINANCIAL PLAN
between
CHAVES COUNTY GENERAL FUND
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2013 through June 30, 2014

Pursuant to Cooperative Service Agreement No. 09-73-35-5658-RA between Chaves County and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2013 through June 30, 2014.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the area covered by the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically-sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control

techniques; (2) predator identification and removal when livestock, crop or natural resource damage is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of wildlife displaying aggressive behavior or causing actual injury to county residents. To provide these basic services, APHIS-WS will:

1. Assign three Wildlife Specialist(s) for 12 staff-months up to 2291 hours per year distributed among direct control activities, technical assistance, APHIS-required administrative tasks and annual leave.
2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, leg-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
 - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
 - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA pamphlets may be used to convey this information to the public.
 - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

The District Supervisor in the WS District Office will supervise this project. This project will be monitored by the State Director and administrative staff in Albuquerque. The Cooperator will be kept advised on the status of this project on a regular basis.

APHIS-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

III. PROCURMENT

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's FMMI system and charged to the

Cooperator as described in the Financial Plan.

IV. STIPULATIONS AND RESTRICTIONS

APHIS-WS activities under this cooperative effort will be limited to the area covered by the State of New Mexico, County of Chaves. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by June 30, 2013.

V. COST ESTIMATE FOR SERVICES

The cooperator will be billed quarterly by APHIS-WS for costs incurred but will not exceed \$88,500 annually. This figure includes a 1% APHIS overhead charge and represents only a portion of the actual cost required to deliver the program described in this Work/Financial Plan. APHIS-WS has waived the remaining overhead costs, and also contributes to the balance of salary and benefits, and all other operating costs. However, APHIS-WS reserves the right to redistribute between funds in order to cover program costs. Your share of expenses are shown below:

Salary/Benefits	\$87,615
<u>APHIS Overhead (1%)</u>	<u>\$ 885</u>
Total	\$88,500

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 346-2640. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval and the APHIS Overhead waiver are available upon request.

CHAVES COUNTY
Tax Identification Number: 85-6000206

Chairman

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Albuquerque, NM
Tax Identification Number: 41-0696271

State Director, New Mexico

Date

Director, Western Region

Date

AGENDA ITEM: ___5___

- A. Agreement A-13-019 between Chaves County and NMDOT for 2013/2014 School Bus Route Program
- B. Resolution R-13-039-Adopting 2013/2014 School Bus Route Program

MEETING DATE: July 30, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Sonny Chancey, Public Services Director

ACTION REQUESTED: Approve Agreement & Resolution

ITEM SUMMARY:

This agreement with the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on approximately 8.00 miles of County Roads. The roads proposed for this project have not been resurfaced for 6 to 8 years. The work will be cost shared as follows:

NMDOT	\$ 62,614.00
Chaves County	<u>\$ 20,871.00</u>
Total Project	\$ 83,485.00

Staff recommends approval of Agreement A-13-019 and Resolution R-13-039.

SUPPORT DOCUMENTS:

1. Agreement A-13-019
 2. Resolution R-13-039
-

SUMMARY BY: Sonny Chancey

TITLE: Public Services Director

Contract No. _____
Vendor No. 54378-004
Project No. SB-7705(927)14
Control No. L200143

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2013 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department” and the **CHAVES COUNTY**, (“Public Entity”).

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **CHAVES COUNTY** for the **Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads**, Project No. **SB-7705(927)14**, Control No. **L2000143** ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **Eighty three thousand, four hundred eighty five dollars and no cents (\$83,485.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department’s share shall be 75%** **\$62,614.00**

Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.

- b. The **Public Entity’s** required proportional matching

Share shall be **25%** **\$20,871.00**

For purpose stated above

c. **Total Project Cost** **\$83,485.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Eighty three thousand, four hundred eighty five dollars and no cents (\$83,485.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.

7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of the "Notice to Proceed."
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund

projects, by submitting the **“Project Certification of Design, Construction, and Cost,”** form, which is attached as Exhibit A.

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

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition and any amendments thereto, are incorporated herein by reference and shall control the

contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability

pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of three years

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

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2014.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the CHAVES COUNTY.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – SCOPE OF AGREEMENT:

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

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – APPLICABLE LAW:

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

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

CHAVES COUNTY

By: _____
Greg Nibert, Chairman

Date: _____

ATTESTED

By: _____
Dave Kunko, County Clerk

Date: _____

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

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ And completed on _____, 20____; and

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

Name

Date

Print Name

Title

RESOLUTION NO. R-13-039

ADOPTING 2013/2014 SCHOOL BUS ROUTE PROGRAM PROJECT – BLADING AND SHAPING; PAVEMENT REHABILITATION/IMPROVEMENTS TO VARIOUS CHAVES COUNTY MAINTAINED ROADS

WHEREAS, Chaves County desires to grade shoulders, patch and apply a single penetration chip seal to the following 8.00 miles of Chaves County maintained roads: Baker from Woodbine S. to E. Grand Plains, E. Brasher from NM-254 to NM-261, Cedarvale from NM-251 to Pawhatten, Oasis Drive from Woodbine to E. Grand Plains, Woodbine Way for Woodbine to Oasis Dr., Woodbine Way from Pawhatten to Woodbine, a total of 8.00 miles, and

WHEREAS, these roads are eligible for New Mexico Department of Transportation (NMDOT) Cooperative Agreement Program, Project No. SB-7705(927)14, funds, and

WHEREAS, the preliminary cost estimate for this project is \$83,485.00, and

WHEREAS, Chaves County desires to utilize NMDOT School Bus Route Program funds for the project.

NOW, THEREFORE, BE IT RESOLVED AND DECLARED by the Governing Body of the County of Chaves, New Mexico that:

1. Chaves County fully supports and endorses the proposed project to apply a single penetration chip seal to various Chaves County maintained roads.
2. The County Public Services Director of Chaves County is authorized to prepare all the necessary plans and documents required for NMDOT School Bus Route Program funding for the project for the 2013/2014 fiscal year.
3. The funds, equipment, labor and materials required to complete the project have been budgeted and will be available when the Cooperative Agreement becomes effective.

PASSED, ADOPTED, SIGNED AND APPROVED this 30th day of July 2013.

CHAVES COUNTY BOARD OF COMMISSIONERS

ATTEST:

Greg Nibert, Chairman

Dave Kunko
County Clerk

AGENDA ITEM: ___6___

- A. Agreement A-13-020 between Chaves County and NMDOT for 2013/2014 Cooperative Agreement Program
- B. Resolution R-13-038-Adopting 2013/2014 Cooperative Agreement Program

MEETING DATE: July 30, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Sonny Chancey, Public Services Director

ACTION REQUESTED: Approve Agreement & Resolution

ITEM SUMMARY:

This agreement with the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on approximately 17.89 miles of County Roads. The roads proposed for this project have not been resurfaced for 6 to 8 years. The work will be cost shared as follows:

NMDOT	\$ 84,729.00
Chaves County	<u>\$ 28,243.00</u>
Total Project	\$ 112,972.00

Staff recommends approval of Agreement A-13-020 and Resolution R-13-038.

SUPPORT DOCUMENTS:

1. Agreement A-13-020
 2. Resolution R-13-038
-

SUMMARY BY: Sonny Chancey

TITLE: Public Services Director

Contract No. _____
Vendor No. 54378-004
Project No. SP-2-14(901)
Control No. L200117

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2013 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department” and the **CHAVES COUNTY**, (“Public Entity”).

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **CHAVES COUNTY** for the **Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads**, Project No. **SP-2-14(901)**, Control No. **L2000117** ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **One hundred twelve thousand nine hundred seventy two dollars and no cents (\$112,972.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department’s share shall be 75%** **\$84,729.00**

Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.

b. **The Public Entity’s required proportional matching**
Share shall be 25% **\$28,243.00**

For purpose stated above

c. **Total Project Cost**

\$112,972.00

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **One hundred twelve thousand nine hundred seventy two dollars and no cents (\$112,972.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said activities.
7. Be responsible, for performing or directing the performance, of all pre-construction activities,

including, but not limited to, the following:

- a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
 9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
 10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
 11. Complete the project within 18 months of the "Notice to Proceed."
 12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
 13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **"Project Certification of Design, Construction, and Cost,"**

form, which is attached as Exhibit A.

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

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.
3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition and any amendments thereto, are incorporated herein by reference and shall control the

contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability

pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

There shall be strict accountability for all receipts and disbursements relating hereto. The Public Entity shall maintain all records and documents relative to the Project for a minimum of three years

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

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2014.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the CHAVES COUNTY.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – SCOPE OF AGREEMENT:

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

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – APPLICABLE LAW:

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

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

CHAVES COUNTY

By: _____
Greg Nibert, Chairman

Date: _____

ATTESTED

By: _____
Dave Kunko, County Clerk

Date: _____

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

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

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

Name

Date

Print Name

Title

RESOLUTION NO. R-13-038

ADOPTING 2013/2014 COOPERATIVE AGREEMENT PROGRAM PROJECT – BLADING AND SHAPING; PAVEMENT REHABILITATION/IMPROVEMENT TO VARIOUS CHAVES COUNTY MAINTAINED ROADS

WHEREAS, Chaves County desires to grade shoulders, patch and apply a single penetration chip seal, which is blading and shaping; pavement rehabilitation/improvement, to the following 17.89 miles of Chaves County maintained roads: Acacia N. from Pine Lodge, Arco Iris E. from N. Atkinson, N. Aspen from Country Club to W. Mescalero, E. Berrendo from La Jara to McPherson, W. Berrendo from Brown to Peaceful Valley, Blue Mountain from N. Montana East to City Limits, Brandon Ave. from Sycamore to Aspen, Briggs E. from Atkinson, Carolina Way from Sycamore to Nevada, Clayton from Isler to Portales, Dusty Miller from N. Sycamore to Eisenhower, N. Eisenhower N. from Pine Lodge, Gramma from Sacaton to Tamarack, Ladrones from US-285 E. to Old Clovis Hwy., Membres E. from Atkinson, E. Mescalero E. from N. Atkinson, W. Mescalero from N. Sycamore E. to City Limits, Michigan N. from Pine Lodge, Nevada from Country Club to W. Mescalero, Pine Lodge from Red Bridge to Bitter Lakes, Portales from Atkinson to Clayton, Portales W. from Calumet, Ruth S. from W. Berrendo, Sacaton E. from US-285, Sena N. from E. 19th, Spruce from Country Club to 27th, 27th Street from Nevada to Aspen, Walker E. from Atkinson, Wiggins from Old Clovis Hwy. to N. Atkinson. A total of 17.89 miles, and

WHEREAS, these roads are eligible for New Mexico Department of Transportation (NMDOT) Cooperative Agreement Program, Project No. SP-2-14(901), funds, and

WHEREAS, the preliminary cost estimate for this project is \$112,972.00, and

WHEREAS, Chaves County desires to utilize NMDOT Cooperative Agreement funds for the project.

NOW, THEREFORE, BE IT RESOLVED AND DECLARED by the Governing Body of the County of Chaves, New Mexico that:

1. The Chaves County fully supports and endorses the proposed project to apply a single penetration chip seal to various Chaves County maintained roads.
2. The County Public Services Director of Chaves County is authorized to prepare all the necessary plans and documents required for NMDOT Cooperative Agreement Program funding for the project for the 2013/2014 fiscal year.
3. The funds, equipment, labor and materials required to complete the project have been budgeted and will be available when the Cooperative Agreement becomes effective.

PASSED, ADOPTED, SIGNED AND APPROVED this 30th day of July, 2013.

CHAVES COUNTY BOARD OF COMMISSIONERS

ATTEST:

Greg Nibert, Chairman

Dave Kunko
County Clerk

AGENDA ITEM: ____7____

- A. Agreement A-13-021 between Chaves County and NMDOT for 2013/2014 County Arterial Program
- B. Resolution R-13-037-Adopting 2013/2014 County Arterial Program

MEETING DATE: July 30, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Sonny Chancey, Public Services Director

ACTION REQUESTED: Approve Agreement & Resolution

ITEM SUMMARY:

This agreement with the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on approximately 36.57 miles of County Roads. The roads proposed for this project have not been resurfaced for 6 to 8 years. The work will be cost shared as follows:

NMDOT	\$ 209,343.00
Chaves County	\$ <u>69,781.00</u>
Total Project	\$ 279,124.00

Staff recommends approval of Agreement A-13-021 and Resolution R-13-037.

SUPPORT DOCUMENTS:

1. Agreement A-13-021
 2. Resolution R-13-037
-

SUMMARY BY: Sonny Chancey

TITLE: Public Services Director

Contract No. _____
Vendor No. 54378-004
Project No. CAP-2-14(401)
Control No. L200151

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT entered into this _____ day of _____, 2013 between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department” and the **CHAVES COUNTY**, (“Public Entity”).

In consideration of the covenants contained herein and pursuant to Sections 67-3-28 and 67-3-28.2 NMSA 1978 and Commission Policy No. 44-12, THE PARTIES AGREE AS FOLLOWS:

SECTION ONE – PURPOSE:

The purpose of this Agreement is to provide Local Government Road Funds to **CHAVES COUNTY** for the **Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads**, Project No. **CAP-2-14(401)**, Control No. **L2000151** ("Project"). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement shall specify and delineate the rights and duties of the Parties hereto.

SECTION TWO – PROJECT FUNDING BY PARTIES:

1. The estimated total cost for the Project is **Two Hundred seventy nine thousand, three hundred twenty four dollars and no cents (\$279,124.00)** to be funded in proportional share by the parties hereto as follows:

a. **Department’s share shall be 75%** **\$209,343.00**

Design, Construction, Reconstruction, Pavement Rehabilitation/Improvements, Blading and Shaping, Drainage Improvements, Misc. on various county roads.

- b. **The Public Entity’s required proportional matching**

Share shall be 25% **\$69,781.00**

For purpose stated above

c. **Total Project Cost** **\$279,124.00**

2. The **Public Entity** shall pay all Project costs, which exceed the total amount of **Two Hundred seventy nine thousand, three hundred twenty four dollars and no cents (\$279,124.00)**.

SECTION THREE – THE PUBLIC ENTITY SHALL:

1. Act in the capacity of lead agency for the purpose as described in Section One.
2. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) days of execution of this Agreement, or as otherwise agreed to in writing by the Parties.
3. Be solely responsible for all local matching funds identified in Section Two. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
4. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section One and the Project estimate approved by the District Engineer.
5. In the event a contractor is hired for the Project, require the contractor to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractor's policy and a certificate of insurance must be provided to the Department and it shall state that coverage provided under the policy is primary over any other valid insurance.
6. Require contractors that the Public Entity hires to perform services to defend, indemnify and hold harmless the Department from and against all suits, actions or claims of any character brought because of injury, including death or damages arising out of contractors' construction or maintenance activities pursuant to this agreement, as memorialized herein and subject to any additional permit that may be required of the contractor to perform said

activities.

7. Be responsible, for performing or directing the performance, of all pre-construction activities, including, but not limited to, the following:
 - a. Utility Certification,
 - b. Drainage and storm drain design,
 - c. Geotechnical design,
 - d. Pavement design,
 - e. Environmental and archaeological clearances Certification,
 - f. Right of-way acquisition Certification,
 - g. Hazardous substance/waste site(s) contamination,
 - h. Railroad Certification,
 - i. Intelligent Transportation System (ITS) Certification
8. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
9. Obtain all required written agreements or permits, when applicable, from all public and private entities.
10. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department shall result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
11. Complete the project within 18 months of the "Notice to Proceed."
12. Agree that the Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
13. Within thirty (30) days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity established

Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **“Project Certification of Design, Construction, and Cost,”** form, which is attached as Exhibit A.

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

SECTION FOUR – THE DEPARTMENT SHALL:

Pay project funds as identified in Section Two, Paragraph 1a, to the Public Entity in a single lump sum payment after:

1. Receipt of a Notice of Award and Notice to Proceed and,
2. Verification of available Local Government Road Funds and Public Entity’s local matching funds identified in Section Two, Paragraph 1b.

SECTION FIVE – BOTH PARTIES AGREE:

1. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department shall be accounted for and disposed of by the Public Entity as directed by the Department.
2. That no money in the Local Government Road Fund shall be used by the Department to administer any program, and no entity receiving a distribution pursuant to a program requiring matching funds shall use another distribution made pursuant to NMSA 1978 Section 67-3-28.2, to meet the match required.

3. That the provisions of the Local Government Road Fund Project Handbook (Current Edition) and any amendments thereto, are incorporated herein by reference and shall control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments thereto.

SECTION SIX – THIRD PARTY BENEFICIARY CLAUSE:

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

SECTION SEVEN – PROJECT RESPONSIBILITY:

The improvements proposed in Section One of this Agreement shall not be under the jurisdiction and control of the Department.

SECTION EIGHT – JURISDICTION:

By reason of the Department's participation in the funding of this Project, the Department is not incorporating this Project into the state highway system, nor is the Department assuming any maintenance or user responsibility of liability for participation on this project.

SECTION NINE – NEW MEXICO TORT CLAIMS ACT:

Each party shall be responsible for liability arising from personal injury or damage to person and property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA 1978). This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

The Public Entity and its "employees" as defined in the New Mexico Tort Claims Act, and the Department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

SECTION TEN – EQUAL OPPORTUNITY COMPLIANCE:

The Public Entity agrees to abide by all applicable Federal and State Laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the Public Entity agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If the Public Entity is found to be not in compliance with these requirements during the life of this Agreement, the Public Entity agrees to take appropriate steps to correct these deficiencies.

SECTION ELEVEN –LEGAL COMPLIANCE

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including , but not limited to laws governing civil right, equal opportunity compliance, environmental issue, workplace safety, employer-employee relations and all other laws governing operations of the workplace, including laws and regulations hereafter enacted. The Public Entity shall ensure that the requirements of this compliance are made a part of each subcontract on this Project at all tiers.

SECTION TWELVE – PUBLIC ENTITY'S PRIOR COSTS:

Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and will not be included in the amount to be disbursed as agreed upon.

SECTION THIRTEEN – ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS:

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

SECTION FOURTEEN – DEPARTMENT'S AUTHORIZATION OF EXPENDITURES:

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of New Mexico, for performance of this Agreement. The Department is expressly not committed to expenditure of any funds until such time as they are budgeted, appropriated by the legislature, and approved for expenditure. The Department's decision as to whether its funds are sufficient for fulfillment of this Agreement shall be final.

SECTION FIFTEEN – UNEXPENDED, UNENCUMBERED PROJECT BALANCES:

Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project shall revert to the Department. These balances, if any, shall be reimbursed to the Department within thirty- (30) days of project completion or expiration of this Agreement, whichever occurs first.

SECTION SIXTEEN – TERMS OF THIS AGREEMENT:

This Agreement constitutes the entire Agreement between the parties. Any claimed covenant, term, condition, warranty or promise of performance not expressly included in this document or its amendments, is not part of this Agreement and not enforceable pursuant to this Agreement. Performance of all duties and obligations herein shall conform with and shall not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

SECTION SEVENTEEN – TERM:

This Agreement becomes effective upon signature of all Parties. This Agreement terminates on December 31, 2014.

SECTION EIGHTEEN – TERMINATION:

1. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing 30 days written notice.
2. The Department may terminate this Agreement if the funds identified in Section Two have not been contractually committed within one year from the effective date of this agreement.
3. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the CHAVES COUNTY.
4. Neither party shall have any obligation after said date of termination, except as stated in Sections Five, Seven and Eight. The Public Entity agrees to reimburse to the Department all unexpended Department funds disbursed in accordance with this Agreement.

SECTION NINETEEN – SCOPE OF AGREEMENT:

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

SECTION TWENTY – SEVERABILITY:

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

SECTION TWENTY-ONE – APPLICABLE LAW:

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

SECTION TWENTY-TWO – AMENDMENT:

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have set their hands and seals this day and year set forth below.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Cabinet Secretary or Designee

CHAVES COUNTY

By: _____

Date: _____

Greg Nibert, Chairman

ATTESTED

By: _____

Date: _____

Dave Kunko, County Clerk

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

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

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

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

And completed on _____, 20____; and

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

Name

Date

Print Name

Title

RESOLUTION NO. R-13-037

ADOPTING 2013/2014 COUNTY ARTERIAL PROGRAM PROJECT – BLADING AND SHAPING; PAVEMENT REHABILITATION/IMPROVEMENTS TO VARIOUS CHAVES COUNTY MAINTAINED ROADS

WHEREAS, Chaves County desires to grade shoulders, patch and apply a single penetration chip seal, which is blading and shaping; pavement rehabilitation/improvement, to the following 36.57 miles of Chaves County maintained roads: Alabama S. from NM-256, Bam from Floyd to Lou, Burns from US-285 to Lou, Carson City from Honolulu to Nashville, Chinook from Lake Arthur to Pearson Rd., Crow W. from NM-2, E. Grand Plains from NM-253 to Oasis Dr., Eagles Nest S. from Darby, Fisk S. from Orchard Park, Floyd from US-285 to Bam, Hagerman Cutoff from NM-249 to County Line, E. Hobson from NM-256 to E. Menominee, Honolulu from Y-O to Orchard Park, Jackson from US-285 to NM-2, Ken from US-285 to Bam, Lincoln from Ottawa to Choctaw, Lopez Morley E. from Alabama, Lou from Burns to Bam, Menominee from E. Grand Plains to Hobson, Old Chisum Trail N. from Darby, Ottawa from Shoshoni to NM-2 (Wichita), Oxford from Hagerman City Limits S. to Paiute, Phoenix from No Name Rd. to Houma, Pierre W. from Old Y.O. Xing, Richmond from Honolulu to Nashville, Shoshoni from Ottawa to Choctaw, Vineyard from Darby to Vista Largo, Vista Largo E. from Vineyard. Total of 36.57 miles, and

WHEREAS, these roads are eligible for New Mexico Department of Transportation (NMDOT) County Arterial Program, Project No. CAP-2-14(401), funds, and

WHEREAS, the preliminary cost estimate for this project is \$279,124.00, and

WHEREAS, Chaves County desires to utilize NMDOT CAP funds for the project.

NOW, THEREFORE, BE IT RESOLVED AND DECLARED by the Governing Body of the County of Chaves, New Mexico that:

1. Chaves County fully supports and endorses the proposed project of blading and shaping; pavement rehabilitation/improvement to various Chaves County maintained roads.
2. The County Public Services Director of Chaves County is authorized to prepare all the necessary plans and documents required for NMDOT CAP funding for the project for the 2013/2014 fiscal year.
3. The funds, equipment, labor and materials required to complete the project have been budgeted and will be available when the Cooperative Agreement becomes effective.

PASSED, ADOPTED, SIGNED AND APPROVED this 30th day of July, 2013.

CHAVES COUNTY BOARD OF COMMISSIONERS

ATTEST:

Greg Nibert, Chairman

Dave Kunko
County Clerk

AGENDA ITEM: ___ 8 ___

**Resolution R-13-030 Authorizing
Suspending the Minimum Penalty
Requirements of the Property
Tax Code**

MEETING DATE: 07/30/2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Steve C. Harris, Chaves County Treasurer

ACTION REQUESTED: Approval of resolution R-13-030

ITEM SUMMARY:

The resolution, if approved, would suspend the minimum penalty requirements of the Property Tax Code; Section 7-38-50 NMSA 1978. The Chaves County Board of Commissioners has approved similar Resolutions for the past several years.

Due to the exceptionally high rate of property tax collections, it is felt that a minimum \$5.00 penalty is unnecessary.

The property tax collection average for the prior 10 years, is 99.07% as of June 30, 2013.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-13-030
 Treasurer's Statement

SUMMARY BY: Steve Harris

TITLE: Chaves County Treasurer

RESOLUTION R-13-030

SUSPENDING THE MINIMUM PENALTY REQUIREMENTS
OF THE PROPERTY TAX CODE

WHEREAS, it has been determined that the property tax collection percentage in Chaves County is exceptionally good without imposing a penalty on the taxpayers, and

WHEREAS, the Chaves County Commissioners have customarily suspended the minimum penalty requirements, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chaves County Commissioners that the minimum penalty requirements of Section 7-38-50 NMSA 1978 of the Property Tax Code for the 2013 Tax Year is hereby suspended.

Done at Roswell, Chaves County, New Mexico this 30th day of July 2013.

CHAVES COUNTY BOARD OF COMMISSIONERS

Greg Nibert, Chairman

James W. Duffey, Vice Chairman

Kyle D. "Smiley" Wooton, Member

ATTEST:

Dave Kunko
County Clerk

Kim Chesser, Member

Robert Corn, Member

STATEMENT REGARDING MINIMUM PENALTY

I, Steve C. Harris, Treasurer of Chaves County, do hereby state and affirm that the five dollar (\$5.00) minimum penalty provided for under Section 7-38-50 NMSA 1978 HAS been waived for the tax year 2013.

AFFIXED HERETO IS A COPY OF THE COUNTY COMMISSION RESOLUTION.

County Treasurer

July 30, 2013

Date

RETURN TO: TAXATION & REVENUE DEPARTMENT
DELINQUENT PROPERTY TAX BUREAU
P.O. BOX 25126
SANTA FE, NM 87504-5126

AGENDA ITEM: 9

Resolution R-13-022

MEETING DATE: July 30, 2013

Approval of Deletion of Property

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Molina, Senior Accountant

ACTION REQUESTED:

Approval of Resolution R-13-022

ITEM SUMMARY:

Your approval of this resolution will allow staff to remove the attached items from the official County Inventory.

These items have been either declared obsolete, were on operational leases, or are being sold to a licensed dealer.

Staff requests approval of Resolution R-13-022

SUPPORT DOCUMENTS:

Resolution R-13-022

SUMMARY BY: Anabel Molina

TITLE: Senior Accountant

RESOLUTION R-13-022

DELETION OF PROPERTY AND PROPOSED DISPOSITION

At a regular meeting of the Board of Chaves County Commissioners held on July 30, 2013 the following was among the proceedings:

WHEREAS, the property on the attached list has been declared obsolete; and,

WHEREAS, the operational leases have been returned for road equipment; and,

WHEREAS, the weapon on the attached list will be sold to a licensed firearms dealer; and,

WHEREAS, the Board of Chaves County Commissioners deems it necessary to dispose of items pursuant to provisions of the Procurement Code and other applicable State Statutes; and,

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approves the deletion of property from the County Inventory.

BE IT FURTHER RESOLVED, the State Auditor and DFA Local Government Division will be notified 30 days prior to the disposition of property listed in Exhibit 'A' attached.

Done at Roswell, New Mexico, this 30th day of July 2013.

**BOARD OF CHAVES COUNTY
COMMISSIONERS**

Greg Nibert, Chairman

James W. Duffey, Vice-Chairman

Robert Corn, Member

Kim Chesser, Member

Kyle D. "Smiley" Wooton, Member

ATTEST:

Dave Kunko
County Clerk

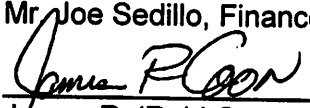
EXHIBIT 'A'

<u>Description</u>	<u>Reason for Disposition</u>	<u>County Tag #</u>
Vote Counter (Lease Purchase)	Obsolete	001803
Cartridge Reader	Obsolete	001991
Lazy Susan Round 4 Sectiona	Obsolete	003153
PISTOLPARA ORDNANCE, 45ACP, LDA	Obsolete	009607
Motorgrader CAT 140H	Obsolete	010351
Motorgrader CAT 140H	Obsolete	010354
Motorgrader CAT 140H	Obsolete	010355

CHAVES COUNTY
SHERIFF'S OFFICE

JAMES R. 'ROB' COON, Sheriff



To: Mr Joe Sedillo, Finance Director
From: 
James R. 'Rob' Coon, Sheriff
Date: July 12, 2013
Re: Disposal of Fixed Asset, Tag #009607

On July 21st, 2013, Sgt. Barry Dixon will be retiring from our department with approximately 16 years of law enforcement service to Chaves County. Barry was hired in June 1997 as a patrol deputy. He has worked in the patrol division and was promoted to Sergeant in 2004. As part of his retirement, our deputies would like to purchase Sgt. Dixon's department weapon for him. The weapon, a Para Ordnance LDA .45ACP, Serial # P165064 was originally purchased by the department in 2006. We are in the process of trading off the older department weapons, this being one of them, and updating to new Smith & Wesson firearms. This weapon was scheduled to be taken out of circulation some time this year. We do have an adequate supply of weapons for the department without this weapon.

I would like to have this weapon removed from our inventory so that it could be sold to a licenced firearms dealer, with the proceeds going into the Chaves County General Fund. The deputies could then purchase the weapon from the dealer so that it could be presented to Sgt. Dixon in recognition of his retirement and years of service to the citizens of Chaves County.

The last time we purchased a firearm from the County to give to a retiring deputy, we took the average of the three estimates and sold the gun for that price. However, after discussion with County Manager Stan Riggs, he has authorized allowing us to sell the firearm for \$300.00. In all probability, we would not have gotten too much more trade value for the weapon if we had traded it for a newer weapon.

Could you prepare a resolution to take before the County Commissioners to delete this weapon from our inventory. If you have any questions, please feel free to contact me.

cc: Mr Stan Riggs, County Manager

attachments: Chaves County Fixed Asset Disposal Form

AGENDA ITEM: 10

Resolution R-13-027
Approval of FY 12-13 Year End Close
Out

MEETING DATE: July 30, 2013

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Joe Sedillo, Chief Financial Officer

ACTION REQUESTED:

Approval of Resolution R-13-027

ITEM SUMMARY:

Attached for your approval are the Fiscal Year End budget adjustments for FY 2012-2013

Staff requests approval of Resolution R-13-027

SUPPORT DOCUMENTS:

Resolution R-13-027

SUMMARY BY: Anabel Molina

TITLE: Senior Accountant

RESOLUTION R-13-027

**BUDGET ADJUSTMENTS FOR
FY 12-13 YEAR END CLOSE-OUT**

At a regular meeting of the Board of Chaves County Commissioners held on July 30th, 2013 the following was among the proceedings:

WHEREAS, the close out of the fiscal year 2012-2013, there appeared several over-expended line items in departmental budgets; and,

WHEREAS, budget adjustments are necessary in the various revenue and expenditure line items to ensure positive budget balances; and,

WHEREAS, the Board of Chaves County Commissioners has approved the attached list of budget adjustments.

NOW, THEREFORE, BE IT RESOLVED, THAT THE BOARD OF COUNTY COMMISSIONERS, CHAVES COUNTY, STATE OF NEW MEXICO, hereby approves the line item changes and respectfully requests approval from the Local Government Division of the Department of Finance and Administration for budget adjustments.

Done at Roswell, New Mexico, this 30th day of July 2013.

**BOARD OF CHAVES COUNTY
COMMISSIONERS**

Greg Nibert, Chairman

James W. Duffey, Vice-Chairman

Robert Corn, Member

Kim Chesser, Member

Kyle D. "Smiley" Wooton, Member

ATTEST:

Dave Kunko
County Clerk

401-6-611-102-000	REGULAR SALARIES	8,830.00	402-6-651-102-000	REGULAR SALARIES	30,250.00
401-6-611-109-000	P E R A	1,550.00	402-6-651-104-000	TEMPORARY SALARIES	(8,320.00)
401-6-611-110-000	GROUP INSURANCE	(12,000.00)	402-6-651-106-000	MEDICARE TAX	380.00
401-6-611-224-000	EMPLOYEE TRAINING	(9,000.00)	402-6-651-108-000	F I C A	1,620.00
401-6-611-225-000	PER DIEM EXPENSE	7,410.00	402-6-651-109-000	P E R A	(5,400.00)
401-6-611-226-000	MILEAGE REIMBURSEMENT	1,060.00	402-6-651-110-000	GROUP INSURANCE	5,800.00
401-6-611-231-000	NON-EXPENDABLE SUPPLIE	330.00	402-6-651-224-000	EMPLOYEE TRAINING	310.00
401-6-611-253-000	DUES & OTHER FEES	(12,000.00)	402-6-651-225-000	PER DIEM EXPENSE	430.00
401-6-611-260-000	PROFESSIONAL SERVICES	31,150.00	402-6-651-227-000	TRANSPORTATION EXPENSE	(200.00)
401-6-611-312-000	WORKERS COMPENSATION	(300.00)	402-6-651-230-000	SUPPLIES/TOOLS	(1,000.00)
401-6-611-313-000	TORT LIABILITY INSURAN	440.00	402-6-651-231-000	NON-EXPENDABLE SUPPLIE	(10,000.00)
401-6-612-102-000	REGULAR SALARIES	1,440.00	402-6-651-237-000	SUBSCRIPTIONS/PUBLICAT	1,080.00
401-6-612-105-000	OVERTIME SALARIES	(1,500.00)	402-6-651-238-000	Uniform Allowance	110.00
401-6-612-109-000	P E R A	90.00	402-6-651-249-000	EQUIP MAINT/AGREEMENTS	1,450.00
401-6-612-110-000	GROUP INSURANCE	440.00	402-6-651-251-000	RENTALS	(4,000.00)
401-6-612-111-000	RETIREE HEALTH CARE	10.00	402-6-651-252-000	PRINTING/PUBLISHING	350.00
401-6-612-224-000	EMPLOYEE TRAINING	(3,000.00)	402-6-651-253-000	DUES & OTHER FEES	60.00
401-6-612-225-000	PER DIEM EXPENSE	2,390.00	402-6-651-260-000	PROFESSIONAL SERVICES	(2,000.00)
401-6-612-226-000	MILEAGE REIMBURSEMENT	(2,800.00)	402-6-651-313-000	TORT LIABILITY INSURAN	290.00
401-6-612-230-000	SUPPLIES/TOOLS	340.00	402-6-651-314-000	PROPERTY INSURANCE	420.00
401-6-612-231-000	NON-EXPENDABLE SUPPLIE	120.00	402-6-651-339-000	POSTAGE/FREIGHT	50.00
401-6-612-260-000	PROFESSIONAL SERVICES	(4,800.00)	402-6-651-340-000	TELEPHONE	(37,500.00)
401-6-612-313-000	TORT LIABILITY INSURAN	560.00	402-6-651-341-000	UTILITIES	(2,000.00)
401-6-612-315-000	LIABILITY INSURANCE	(300.00)	402-6-652-102-000	REGULAR SALARIES	11,320.00
401-6-612-340-000	TELEPHONE	170.00	402-6-652-105-000	OVERTIME SALARIES	(7,500.00)
401-6-613-102-000	REGULAR SALARIES	130.00	402-6-652-106-000	MEDICARE TAX	130.00
401-6-613-104-000	TEMPORARY SALARIES	3,410.00	402-6-652-108-000	F I C A	520.00
401-6-613-106-000	MEDICARE TAX	60.00	402-6-652-109-000	P E R A	1,520.00
401-6-613-108-000	F I C A	230.00	402-6-652-110-000	GROUP INSURANCE	6,590.00
401-6-613-109-000	P E R A	30.00	402-6-652-111-000	RETIREE HEALTH CARE	220.00
401-6-613-110-000	GROUP INSURANCE	220.00	402-6-652-224-000	EMPLOYEE TRAINING	(2,000.00)
401-6-613-111-000	RETIREE HEALTH CARE	10.00	402-6-652-230-000	SUPPLIES/TOOLS (SUPPLI	(2,600.00)
401-6-613-224-000	EMPLOYEE TRAINING	(1,000.00)	402-6-652-231-000	NON-EXPENDABLE SUPPLIE	(1,800.00)
401-6-613-230-000	SUPPLIES/TOOLS	250.00	402-6-652-244-000	PRE-EMPLOYMENT PHYSICA	60.00
401-6-613-237-000	SUBSCRIPTIONS/PUBLICAT	40.00	402-6-652-248-000	LAUNDRY/CLEANING SERVI	(2,500.00)
401-6-613-245-000	EMPLOYEE ASSISTANCE PR	1,660.00	402-6-652-249-000	EQUIP MAINT/AGREEMENTS	(2,650.00)
401-6-613-246-000	DRUG & ALCOHOL PROGRAM	(6,300.00)	402-6-652-313-000	TORT LIABILITY INSURAN	390.00
401-6-613-260-000	PROFESSIONAL SERVICES	(2,000.00)	402-6-653-102-000	REGULAR SALARIES	(25,870.00)
401-6-613-312-000	WORKERS COMPENSATION	10.00	402-6-653-221-000	VEH/HVY EQUIP. REPAIR	17,580.00
401-6-613-313-000	TORT LIABILITY INSURAN	150.00	402-6-653-224-000	EMPLOYEE TRAINING	400.00
401-6-613-314-000	PROPERTY INSURANCE	360.00	402-6-653-227-000	TRANSPORTATION EXPENSE	230.00
401-6-613-339-000	POSTAGE/FREIGHT	270.00	402-6-653-241-000	UTILITIES	130.00
401-6-613-340-000	TELEPHONE	30.00	402-6-653-249-000	EQUIP MAINT/AGREEMENTS	480.00
401-6-613-341-000	UTILITIES	(300.00)	402-6-653-292-000	SIGNS & SIGN REPAIR	3,790.00
401-6-616-102-000	REGULAR SALARIES	(600.00)	402-6-653-313-000	TORT LIABILITY INSURAN	1,360.00
401-6-616-110-000	GROUP INSURANCE	1,270.00	402-6-653-315-000	LIABILITY INSURANCE	20.00
401-6-616-221-000	VEH/HVY EQUIP MAINT	(6,800.00)	402-6-654-102-000	REGULAR SALARIES	14,220.00
401-6-616-224-000	EMPLOYEE TRAINING	(1,900.00)	402-6-654-106-000	MEDICARE TAX	210.00
401-6-616-225-000	PER DIEM EXPENSE	(1,400.00)	402-6-654-108-000	F I C A	880.00
401-6-616-227-000	TRANSPORTATION EXPENSE	(3,800.00)	402-6-654-109-000	P E R A	1,950.00
401-6-616-237-000	SUBSCRIPTIONS/PUBLICAT	200.00	402-6-654-110-000	GROUP INSURANCE	4,330.00
401-6-616-249-000	EQUIP MAINT/AGREEMENTS	16,200.00	402-6-654-111-000	RETIREE HEALTH CARE	290.00
401-6-616-252-000	PRINTING/PUBLISHING	(400.00)	402-6-654-312-000	WORKERS COMPENSATION	10.00
401-6-616-253-000	DUES & OTHER FEES	(100.00)	402-6-656-315-000	LIABILITY INSURANCE	620.00
401-6-616-260-000	PROFESSIONAL SERVICES	(100.00)	402-6-681-371-000	EQUIPMENT/MACHINERY	5,490.00
401-6-616-312-000	WORKERS COMPENSATION	10.00			
401-6-616-313-000	TORT LIABILITY INSURAN	120.00	407-8-811-314-000	PROPERTY INSURANCE	500.00
401-6-616-314-000	PROPERTY INSURANCE	300.00	407-8-811-315-000	LIABILITY INSURANCE	1,130.00
401-6-616-315-000	LIABILITY INSURANCE	90.00	407-8-811-372-000	VEHICLES	(1,630.00)
401-6-616-340-000	TELEPHONE	270.00	408-8-812-233-000	AIR PACKS & BUNKER GEA	2,380.00
401-6-616-361-000	WIPP GRANT EXPENSES	(9,000.00)	408-8-812-249-000	EQUIPMENT MAINT/REPAIR	(4,300.00)
401-6-619-230-000	SUPPLIES/TOOLS	(5,000.00)	408-8-812-251-000	RENTALS	120.00

401-6-619-251-000	RENTALS	(15,000.00)	408-8-812-256-000	BLDG. IMPROVEMENT PROJ	(6,000.00)
401-6-619-260-000	PROFESSIONAL SERVICES	(140,000.00)	408-8-812-257-000	FACILITY MAINTENANCE/R	(2,800.00)
401-6-619-277-000	PROP. ADMIN. FEE	32,270.00	408-8-812-260-000	PROFESSIONAL SERVICES	(980.00)
401-6-619-313-000	TORT LIABILITY INSURAN	(25,000.00)	408-8-812-314-000	PROPERTY INSURANCE	1,080.00
401-6-619-314-000	PROPERTY INSURANCE	12,070.00	408-8-812-315-000	LIABILITY INSURANCE	2,030.00
401-6-619-317-000	UNEMPLOYMENT CLAIMS	(2,100.00)	408-8-812-319-000	OTHER INSURANCE	1,770.00
401-6-619-339-000	POSTAGE/FREIGHT	8,540.00	408-8-812-340-000	TELEPHONE	980.00
401-6-619-340-000	TELEPHONE	210.00	408-8-812-372-000	VEHICLES	220.00
401-6-621-102-000	REGULAR SALARIES	(2,000.00)	408-8-812-375-000	LEASE PURCHASES	3,290.00
401-6-621-104-000	TEMPORARY SALARIES	13,340.00	408-8-828-231-000	NON-EXPENDABLE SUPPLIE	2,210.00
401-6-621-106-000	MEDICARE TAX	120.00	409-4-407-771-000	PENASCO-SALE OF CO. PR	60.00
401-6-621-108-000	F I C A	490.00	409-8-813-231-000	NON-EXPENDABLE SUPPLIE	140.00
401-6-621-109-000	P E R A	(13,000.00)	409-8-813-267-000	CONTRACTUAL SERVICES	(2,600.00)
401-6-621-110-000	GROUP INSURANCE	(2,000.00)	409-8-813-314-000	PROPERTY INSURANCE	360.00
401-6-621-111-000	RETIREE HEALTH CARE	(275.00)	409-8-813-315-000	LIABILITY INSURANCE	2,120.00
401-6-621-224-000	EMPLOYEE TRAINING	(1,000.00)	409-8-813-319-000	OTHER INSURANCE	(80.00)
401-6-621-231-000	NON-EXPANDABLE SUPPLIE	(2,000.00)	410-8-816-251-000	RENTALS	80.00
401-6-621-252-000	PRINTING/PUBLISHING	110.00	410-8-816-253-000	DUES & OTHER FEES	110.00
401-6-621-253-000	DUES & OTHER FEES	190.00	410-8-816-314-000	PROPERTY INSURANCE	1,510.00
401-6-621-313-000	TORT LIABILITY INSURAN	330.00	410-8-816-315-000	LIABILITY INSURANCE	1,480.00
401-6-621-314-000	PROPERTY INSURANCE	140.00	410-8-816-319-000	OTHER INSURANCE	1,770.00
401-6-621-315-000	LIABILITY INSURANCE	40.00	410-8-816-339-000	POSTAGE/FREIGHT	40.00
401-6-621-339-000	POSTAGE/FREIGHT	200.00	410-8-816-371-000	EQUIP/MACHINERY	(13,590.00)
401-6-621-340-000	TELEPHONE	470.00	410-8-820-225-000	Per Diem Expense	30.00
401-6-621-341-000	UTILITIES	640.00	410-8-828-224-000	EMPLOYEE TRAINING	3,490.00
401-6-622-102-000	REGULAR SALARIES	3,620.00	410-8-828-225-000	PER DIEM EXPENSE	240.00
401-6-622-104-000	TEMPORARY SALARIES	(12,000.00)	410-8-828-227-000	TRANSPORTATION EXPENSE	170.00
401-6-622-106-000	MEDICARE TAX	20.00	410-8-828-230-000	EXPENDABLE SUPPLIES	4,670.00
401-6-622-108-000	F I C A	70.00	411-8-814-221-000	VEH/HVY EQUIP. REPAIR	(13,010.00)
401-6-622-109-000	P E R A	470.00	411-8-814-237-000	SUBSCRIPTIONS/PUBLICAT	1,980.00
401-6-622-111-000	RETIREE HEALTH CARE	70.00	411-8-814-251-000	RENTALS	1,370.00
401-6-622-221-000	VEH/HVY EQUIP. REPAIR	10.00	411-8-814-253-000	DUES & OTHER FEES	770.00
401-6-622-224-000	EMPLOYEE TRAINING	610.00	411-8-814-314-000	PROPERTY INSURANCE	940.00
401-6-622-226-000	MILEAGE REIMBURSEMENT	(1,000.00)	411-8-814-315-000	LIABILITY INSURANCE	1,150.00
401-6-622-231-000	NON-EXPENDABLE SUPPLIE	3,910.00	411-8-820-224-000	Employee Training	910.00
401-6-622-249-000	EQUIP MAINT/AGREEMENTS	(40,000.00)	411-8-820-230-000	SUPPLIES/TOOLS	2,510.00
401-6-622-252-000	PRINTING/PUBLISHING	(700.00)	411-8-828-225-000	PER DIEM EXPENSE	470.00
401-6-622-253-000	DUES & OTHER FEES	(200.00)	411-8-828-230-000	SUPPLIES/TOOLS (EMS)	200.00
401-6-622-313-000	TORT LIABILITY INSURAN	200.00	411-8-828-231-000	NON-EXPENDABLE SUPPLIE	2,710.00
401-6-622-314-000	PROPERTY INSURANCE	(400.00)	412-8-815-106-000	MEDICARE TAX	30.00
401-6-622-315-000	LIABILITY INSURANCE	410.00	412-8-815-108-000	F I C A	110.00
401-6-624-102-000	REGULAR SALARIES	(9,500.00)	412-8-815-221-000	VEH/HVY EQUIP. REPAIR	20,610.00
401-6-624-106-000	MEDICARE TAX	280.00	412-8-815-227-000	TRANSPORTATION EXPENSE	330.00
401-6-624-108-000	F I C A	1,170.00	412-8-815-231-000	NON-EXPENDABLE SUPPLIE	2,760.00
401-6-624-109-000	P E R A	(1,700.00)	412-8-815-314-000	PROPERTY INSURANCE	1,050.00
401-6-624-110-000	GROUP INSURANCE	(6,400.00)	412-8-815-315-000	LIABILITY INSURANCE	1,380.00
401-6-624-230-000	SUPPLIES/TOOLS	(2,000.00)	412-8-815-339-000	POSTAGE/FREIGHT	60.00
401-6-624-231-000	NON-EXPENDABLE SUPPLIE	(6,100.00)	412-8-815-372-000	VEHICLES	(38,850.00)
401-6-624-249-000	EQUIP MAINT/AGREEMENTS	(390.00)	412-8-815-375-000	LEASE PURCHASES	5,870.00
401-6-624-251-000	RENTALS	(4,000.00)	412-8-820-230-000	SUPPLIES/TOOLS	4,150.00
401-6-624-252-000	PRINTING/PUBLISHING	2,450.00	412-8-820-233-000	BUNKER GEAR/AIR PACKS	390.00
401-6-624-253-000	DUES & OTHER FEES	(650.00)	412-8-828-230-000	SUPPLIES/TOOLS (EMS)	2,110.00
401-6-624-312-000	WORKERS COMPENSATION	10.00	413-8-818-314-000	PROPERTY INSURANCE	950.00
401-6-624-313-000	TORT LIABILITY INSURAN	170.00	413-8-818-315-000	LIABILITY INSURANCE	1,230.00
401-6-624-314-000	PROPERTY INSURANCE	420.00	413-8-818-319-000	OTHER INSURANCE	1,770.00
401-6-624-315-000	LIABILITY INSURANCE	500.00	413-8-818-372-000	VEHICLES	(3,950.00)
401-6-624-319-000	OTHER INSURANCE	1,500.00	414-8-819-221-000	VEH/HVY EQUIP. REPAIR	1,150.00
401-6-624-339-000	POSTAGE/FREIGHT	(700.00)	414-8-819-225-000	PER DIEM EXPENSE	10.00
401-6-624-340-000	TELEPHONE	40.00	414-8-819-249-000	EQUIP MAINT/REPAIR	1,650.00
401-6-624-341-000	UTILITIES	(650.00)	414-8-819-256-000	BLDG. IMPROVE. PROJECT	(6,060.00)
401-6-625-102-000	REGULAR SALARIES	2,770.00	414-8-819-314-000	PROPERTY INSURANCE	460.00
401-6-625-106-000	MEDICARE TAX	20.00	414-8-819-315-000	LIABILITY INSURANCE	1,450.00

401-6-625-108-000	F I C A	70.00	414-8-819-319-000	OTHER INSURANCE	1,770.00
401-6-625-109-000	P E R A	(2,300.00)	414-8-819-339-000	POSTAGE/FREIGHT	20.00
401-6-625-110-000	GROUP INSURANCE	(11,750.00)	414-8-819-371-000	EQUIPMENT/MACHINERY	(5,800.00)
401-6-625-111-000	RETIREE HEALTH CARE	10.00	414-8-819-375-000	LEASE PURCHASE	5,350.00
401-6-625-313-000	TORT LIABILITY INSURAN	180.00	425-4-400-617-000	F & A - EXCISE TAX	(252,810.00)
401-6-625-314-000	PROPERTY INSURANCE	900.00	425-4-405-735-000	REIMBURSEMENT TO COMMI	(91,400.00)
401-6-625-339-000	POSTAGE/FREIGHT	270.00	425-8-829-371-000	EQUIPMENT/MACHINERY	2,860.00
401-6-625-340-000	TELEPHONE	90.00	425-8-829-372-000	VEHICLES	403,350.00
401-6-631-104-000	TEMPORARY SALARIES	1,200.00	425-8-829-373-000	HEAVY EQUIPMENT	(62,000.00)
401-6-631-106-000	MEDICARE TAX	20.00	427-6-638-102-000	REGULAR SALARIES	570.00
401-6-631-108-000	F I C A	50.00	427-6-638-105-000	OVERTIME SALARIES	90.00
401-6-631-110-000	GROUP INSURANCE	2,330.00	427-6-638-109-000	P E R A	50.00
401-6-631-251-000	RENTALS	700.00	427-6-638-110-000	GROUP INSURANCE	3,320.00
401-6-631-312-000	WORKERS COMPENSATION	10.00	427-6-638-111-000	RETIREE HEALTH CARE	10.00
401-6-631-313-000	TORT LIABILITY INSURAN	590.00	427-6-638-313-000	TORT LIABILITY INSURAN	110.00
401-6-631-314-000	PROPERTY INSURANCE	360.00	427-6-638-314-000	PROPERTY INSURANCE	50.00
401-6-631-315-000	LIABILITY INSURANCE	40.00	427-6-639-271-000	SOLE PROVIDER PAYMENT	(74,800.00)
401-6-632-105-000	OVERTIME SALARIES	110.00	427-6-639-272-000	CO. SUPPORTED MEDICAID	92,140.00
401-6-632-106-000	MEDICARE TAX	390.00	427-6-639-273-000	HEALTH CLINIC CLAIMS	(47,400.00)
401-6-632-108-000	F I C A	1,660.00	427-6-639-274-000	PHYSICIAN CLAIMS	6,620.00
401-6-632-109-000	P E R A	3,900.00	427-6-639-275-000	OTHER HEALTH CLINIC CL	13,840.00
401-6-632-110-000	GROUP INSURANCE	730.00	427-6-639-296-000	INDIGENT BURIAL	5,400.00
401-6-632-111-000	RETIREE HEALTH CARE	570.00	430-7-753-225-000	TRAVEL/TRAINING/PER DI	4,670.00
401-6-632-226-000	MILEAGE REIMBURSEMENT	370.00	430-7-753-227-000	TRANSPORTATION EXPENSE	40.00
401-6-632-312-000	WORKERS COMPENSATION	20.00	430-7-753-231-000	NON-EXPENDABLE SUPPLIE	(4,710.00)
401-6-632-313-000	TORT LIABILITY INSURAN	90.00	431-7-754-105-000	OVERTIME SALARIES	13,500.00
401-6-636-104-000	TEMPORARY SALARIES	2,110.00	431-7-754-106-000	MEDICARE TAX	190.00
401-6-636-105-000	OVERTIME SALARIES	50.00	431-7-754-109-000	P.E.R.A.	2,140.00
401-6-636-313-000	TORT LIABILITY INSURAN	170.00	431-7-754-110-000	GROUP INSURANCE	2,450.00
401-6-641-225-000	PER DIEM EXPENSE	220.00	431-7-754-111-000	RETIREE HEALTH CARE	270.00
401-6-641-227-000	TRANSPORTATION EXPENSE	790.00	431-7-754-312-000	WORKERS COMPENSATION	10.00
401-6-641-237-000	SUBSCRIPTIONS/PUBLICAT	380.00	431-7-757-224-000	EMPLOYEE TRAINING	160.00
401-6-641-238-000	UNIFORM ALLOWANCE	980.00	431-7-757-225-000	PER DIEM	620.00
401-6-641-244-000	PRE-EMPLOYMENT PHYSICA	180.00	431-7-757-230-000	SUPPLIES	(4,200.00)
401-6-641-249-000	EQUIPMENT MAINT/AGREE	710.00	431-7-757-231-000	NON-EXPENDABLE SUPPLIE	(8,700.00)
401-6-641-251-000	RENTALS	3,550.00	431-7-757-371-000	EQUIPMENT/MACHINERY	(6,440.00)
401-6-642-104-000	TEMPORARY SALARIES	3,980.00	432-4-402-684-000	D.W.I. DISTRIBUTION GR	(40,180.00)
401-6-642-106-000	MEDICARE TAX	800.00	432-7-761-102-000	REGULAR SALARIES	116,960.00
401-6-642-108-000	F I C A	3,410.00	432-7-761-109-000	P.E.R.A.	20.00
401-6-642-221-000	VEH/HVY EQUIP. REPAIR	410.00	432-7-761-111-000	RETIREE HEALTH CARE	10.00
401-6-642-229-000	GUARD FEES	3,720.00	432-7-761-227-000	TRANSPORTATION EXPENSE	6,580.00
401-6-642-244-000	PRE-EMPLOYMENT PHYSICA	800.00	432-7-761-230-000	SUPPLIES/TOOLS	(27,000.00)
401-6-642-248-000	LAUNDRY/CLEANING SERVI	460.00	432-7-761-231-000	NON-EXPENDABLE SUPPLIE	(17,100.00)
401-6-642-249-000	EQUIP MAINT/AGREEMENTS	790.00	432-7-761-237-000	SUBSCRIPTIONS/PUBLICAT	(6,400.00)
401-6-642-251-000	RENTALS	340.00	432-7-761-249-000	EQUIPMENT MAINT/AGREEM	20.00
401-6-642-257-000	FACILITY MAINTENANCE/R	570.00	432-7-761-251-000	RENTALS	2,560.00
401-6-642-313-000	TORT LIABILITY INSURAN	14,260.00	432-7-761-252-000	PRINTING/PUBLISHING	(2,000.00)
401-6-642-315-000	LIABILITY INSURANCE	5,220.00	432-7-761-267-000	CONTRACTUAL SERVICES	(8,100.00)
401-6-642-319-000	OTHER INSURANCE	810.00	432-7-761-312-000	WORKERS COMPENSATION	(1,300.00)
401-6-645-102-000	REGULAR SALARIES	144,660.00	432-7-761-313-000	TORT LIABILITY INSURAN	(560.00)
401-6-645-105-000	OVERTIME SALARIES	10,480.00	432-7-761-340-000	TELEPHONE	90.00
401-6-645-106-000	MEDICARE TAX	3,350.00	432-7-762-231-000	NON-EXPENDABLE SUPPLIE	5,980.00
401-6-645-108-000	F I C A	14,310.00	432-7-762-267-000	CONTRACTUAL SERVICES	(5,900.00)
401-6-645-109-000	P E R A	22,090.00	432-7-765-105-000	Overtime Salaries	2,330.00
401-6-645-110-000	GROUP INSURANCE	31,730.00	432-7-765-108-000	F.I.C.A.	(3,500.00)
401-6-645-111-000	RETIREE HEALTH CARE	2,670.00	432-7-765-109-000	P.E.R.A.	(8,100.00)
401-6-645-221-000	VEH/HVY EQUIP. REPAIR	250.00	432-7-765-110-000	GROUP INSURANCE	(10,100.00)
401-6-645-226-000	MILEAGE REIMBURSEMENT	300.00	432-7-765-224-000	EMPLOYEE TRAINING	(1,500.00)
401-6-645-228-000	TRANSPORTATION OF PRIS	50.00	432-7-765-225-000	PER DIEM	(600.00)
401-6-645-230-000	SUPPLIES/TOOLS	6,620.00	432-7-765-230-000	SUPPLIES/TOOLS	5,330.00
401-6-645-231-000	NON-EXPENDABLE SUPPLIE	1,490.00	432-7-765-231-000	NON-EXPENDABLE SUPPLIE	(2,500.00)
401-6-645-249-000	EQUIP MAINT/AGREEMENTS	910.00	432-7-765-249-000	EQUIPMENT MAINT/AGREEM	160.00

401-6-645-251-000	RENTALS	1,300.00	432-7-766-267-000	CONTRACTUAL SERVICES	(5,200.00)
401-6-645-257-000	FACILITY MAINTENANCE/R	290.00	435-6-643-102-000	REGULAR SALARIES	(16,250.00)
401-6-645-267-000	CONTRACTUAL SERVICES	1,580.00	435-6-643-110-000	GROUP INSURANCE	10,650.00
401-6-645-314-000	PROPERTY INSURANCE	3,310.00	435-6-643-224-000	EMPLOYEE TRAINING	260.00
401-6-645-315-000	LIABILITY INSURANCE	40.00	435-6-643-226-000	MILEAGE REIMBURSEMENT	140.00
401-6-691-106-000	MEDICARE TAX	280.00	435-6-643-231-000	Non-Expendable Supplie	850.00
401-6-691-108-000	F I C A	1,170.00	435-6-643-238-000	Uniforms Allowance	590.00
401-6-691-249-000	EQUIP MAINT/AGREEMENTS	630.00	435-6-643-265-000	MEDICAL CARE OF PRISON	450.00
401-6-691-256-000	BLDG. IMPROVEMENT PROJ	10.00	435-6-643-267-000	CONTRACTUAL SERVICES	830.00
401-6-691-257-000	FACILITY MAINT/REPAIR	2,580.00	435-6-643-339-000	POSTAGE	10.00
401-6-691-313-000	TORT LIABILITY INSURAN	300.00	435-6-643-340-000	TELEPHONE	2,470.00
401-6-691-315-000	LIABILITY INSURANCE	720.00	437-6-659-102-000	REGULAR SALARIES	(3,150.00)
401-6-691-319-000	OTHER INSURANCE	420.00	437-6-659-110-000	GROUP INSURANCE	2,340.00
401-6-691-339-000	POSTAGE/FREIGHT	10.00	437-6-659-249-000	EQUIPMENT MAINT/AGREEM	810.00
401-6-691-340-000	TELEPHONE	380.00	452-8-832-110-000	GROUP INSURANCE	9,720.00
401-6-691-341-000	UTILITIES	1,560.00	452-8-832-253-000	DUES & OTHER FEES	610.00
401-6-692-102-000	REGULAR SALARIES	100.00	452-8-832-315-000	LIABILITY INSURANCE	1,890.00
401-6-692-110-000	GROUP INSURANCE	2,430.00	452-8-832-319-000	OTHER INSURANCE	30.00
401-6-692-267-000	CONTRACTUAL SERVICES	650.00	452-8-832-371-000	EQUIP/MACHINERY	(12,000.00)
401-6-692-313-000	TORT LIABILITY INSURAN	190.00	452-8-832-372-000	VEHICLES	(250.00)
401-6-692-314-000	PROPERTY INSURANCE	11,860.00			
401-6-692-319-000	OTHER INSURANCE	420.00	620-7-725-231-000	NON-EXPENDABLE SUPPLIE	360.00
401-6-692-341-000	UTILITIES	6,340.00	620-7-725-370-000	FURNITURE	(1,890.00)
401-6-693-102-000	REGULAR SALARIES	3,650.00	620-7-725-371-000	EQUIPMENT/MACHINERY	1,530.00
401-6-693-106-000	MEDICARE TAX	60.00	628-7-733-111-000	RETIREE HEALTH CARE	70.00
401-6-693-108-000	F I C A	230.00	628-7-733-226-000	MILEAGE REIMBURSEMENT	120.00
401-6-693-109-000	P E R A	350.00	628-7-733-249-000	EQUIPMENT MAINT/AGREEM	1,660.00
401-6-693-110-000	GROUP INSURANCE	530.00	628-7-733-315-000	LIABILITY INSURANCE	540.00
401-6-693-111-000	RETIREE HEALTH CARE	60.00	628-7-733-372-000	VEHICLES	(2,390.00)
401-6-693-313-000	TORT LIABILITY INSURAN	140.00	631-8-883-247-000	CONSTRUCTION PROJECTS	170.00
401-6-693-314-000	PROPERTY INSURANCE	1,700.00	631-8-883-371-000	EQUIPMENT/MACHINERY (J	(80,880.00)
401-6-694-257-000	FACILITY MAINT/REPAIR	14,890.00	631-8-884-230-000	SUPPLIES (7,770.00
401-6-696-231-000	NON-EXPENDABLE SUPPLIE	13,960.00	631-8-884-252-000	Printing/Publishing	2,460.00
401-6-696-257-000	FACILITY MAINT/REPAIR	1,790.00	631-8-885-224-000	EMPLOYEE TRAINING	610.00
401-6-699-256-000	BLDG IMPROVEMENT PROJE	1,100.00	631-8-885-225-000	PER DIEM	2,110.00
401-6-699-314-000	PROPERTY INSURANCE	1,730.00	631-8-885-226-000	MILEAGE REIMBURSEMENT	560.00
401-6-699-341-000	UTILITIES	970.00	631-8-885-230-000	SUPPLIES/TOOLS	260.00
401-7-721-101-000	ELECTED OFFICIAL SALAR	160.00	631-8-885-260-000	PROFESSIONAL SERVICES	66,650.00
401-7-721-105-000	OVERTIME SALARIES	960.00	631-8-885-312-000	WORKERS COMPENSATION	40.00
401-7-721-224-000	EMPLOYEE TRAINING	10.00	631-8-885-339-000	POSTAGE/FREIGHT	120.00
401-7-721-231-000	NON-EXPENDABLE SUPPLIE	600.00	631-8-889-230-000	SUPPLIES	130.00
401-7-721-244-000	PRE-EMPLOYMENT PHYSICA	210.00	635-4-408-781-000	PERMANENT TRANSFER OF	(97,460.00)
401-7-721-252-000	PRINTING/PUBLISHING	150.00	635-6-671-401-000	ROSWELL - EMERGENCY PR	(10,900.00)
401-7-721-253-000	DUES & OTHER FEES	150.00	635-6-671-409-000	CITY OF ROSWELL SPECIA	96,090.00
401-7-721-313-000	TORT LIABILITY INSURAN	210.00	635-6-671-415-000	DEXTER PUBLIC SAFETY	(17,500.00)
401-7-721-314-000	PROPERTY INSURANCE	610.00	635-6-682-247-000	CONSTRUCTION PROJECTS	(38,000.00)
401-7-721-315-000	LIABILITY INSURANCE	90.00	635-6-682-371-000	EQUIPMENT/MACHINERY	(27,000.00)
401-7-721-319-000	OTHER INSURANCE	60.00	635-6-682-372-000	VEHICLES	94,770.00
401-7-721-340-000	TELEPHONE	30.00	645-4-402-890-000	CDBG	(244,150.00)
401-7-722-105-000	OVERTIME SALARIES	350.00	645-6-692-267-000	CONTRACTUAL SERVICES	8,000.00
401-7-722-230-000	SUPPLIES/TOOLS	40.00	645-6-692-447-608	CONSTRUCTION	236,150.00
401-7-722-339-000	POSTAGE/FREIGHT	20.00			
401-7-723-101-000	ELECTED OFFICIAL SALAR	60.00	650-6-684-221-000	VEH/HVY EQUIP. REPAIR	2,730.00
401-7-723-110-000	GROUP INSURANCE	1,180.00	650-6-684-224-000	EMPLOYEE TRAINING	400.00
401-7-723-312-000	WORKERS COMPENSATION	10.00	650-6-684-226-000	MILEAGE REIMBURSEMENT	630.00
401-7-723-313-000	TORT LIABILITY INSURAN	60.00	650-6-684-228-000	TRANSPORT PRISONERS -	1,890.00
401-7-723-319-000	OTHER INSURANCE	30.00	650-6-684-234-000	INMATE SUPPLIES	8,820.00
401-7-724-231-000	NON-EXPENDABLE SUPPLIE	790.00	650-6-684-237-000	SUBSCRIPTIONS/PUBLICAT	60.00
401-7-731-101-000	ELECTED OFFICIAL SALAR	160.00	650-6-684-248-000	LAUNDRY/CLEANING SERVI	50.00
401-7-731-102-000	REGULAR SALARIES	15,930.00	650-6-684-249-000	EQUIP.MAINT/REPAIR	980.00
401-7-731-106-000	MEDICARE TAX	170.00	650-6-684-251-000	RENTALS	8,850.00
401-7-731-108-000	F I C A	710.00	650-6-684-264-000	FEEDING OF PRISONERS	145,810.00

401-7-731-110-000	GROUP INSURANCE	21,860.00	650-6-684-265-000	MEDICAL CARE OF PRISON	37,140.00
401-7-731-227-000	TRANSPORTATION EXPENSE	130.00	650-6-684-267-000	CONTRACTUAL SERVICES	13,130.00
401-7-731-230-000	SUPPLIES/TOOLS	30.00	650-6-684-314-000	PROPERTY INSURANCE	8,100.00
401-7-731-252-000	PRINTING/PUBLISHING	1,320.00	650-6-684-315-000	LIABILITY INSURANCE	27,860.00
401-7-731-253-000	DUES & OTHER FEES	60.00	650-6-684-340-000	TELEPHONE	510.00
401-7-731-260-000	PROFESSIONAL SERVICES	1,050.00	650-6-685-371-000	Equipment	(256,960.00)
401-7-731-313-000	TORT LIABILITY INSURAN	720.00	670-4-404-701-000	REIMBURSEMENT OTHER DE	(11,850.00)
401-7-731-314-000	PROPERTY INSURANCE	900.00	670-6-671-230-000	SUPPLIES	8,110.00
401-7-731-319-000	OTHER INSURANCE	30.00	670-6-671-231-000	NON-EXPENDABLE SUPPLIE	1,420.00
401-7-731-340-000	TELEPHONE	100.00	670-6-671-253-000	DUE' & OTHER FEES	2,320.00
401-7-732-110-000	GROUP INSURANCE	5,680.00	680-6-681-265-000	Adult/Juve Medical Cos	185,730.00
401-7-732-237-000	SUBSCRIPTIONS/PUBLICAT	(2,065.00)	680-6-681-312-000	Workers Compensation	15,000.00
401-7-732-253-000	DUES & OTHER FEES	30.00			
401-7-732-312-000	WORKERS COMPENSATION	10.00			
401-7-732-313-000	TORT LIABILITY INSURAN	1,330.00			
401-7-741-101-000	ELECTED OFFICIAL SALAR	160.00			
401-7-741-102-000	REGULAR SALARIES	(8,450.00)			
401-7-741-104-000	TEMPORARY SALARIES	(700.00)			
401-7-741-105-000	OVERTIME SALARIES	(900.00)			
401-7-741-106-000	MEDICARE TAX	(150.00)			
401-7-741-108-000	F I C A	(750.00)			
401-7-741-109-000	P E R A	(3,800.00)			
401-7-741-110-000	GROUP INSURANCE	310.00			
401-7-741-225-000	PER DIEM EXPENSE	220.00			
401-7-741-227-000	TRANSPORTATION EXPENSE	330.00			
401-7-741-230-000	SUPPLIES/TOOLS	1,930.00			
401-7-741-231-000	NON-EXPENDABLE SUPPLIE	460.00			
401-7-741-251-000	RENTALS	20.00			
401-7-741-313-000	TORT LIABILITY INSURAN	700.00			
401-7-741-314-000	PROPERTY INSURANCE	610.00			
401-7-741-315-000	LIABILITY INSURANCE	40.00			
401-7-741-319-000	OTHER INSURANCE	280.00			
401-7-741-339-000	POSTAGE/FREIGHT	260.00			
401-7-741-341-000	UTILITIES	(800.00)			
401-7-751-101-000	ELECTED OFFICIAL SALAR	170.00			
401-7-751-102-000	REGULAR SALARIES	(2,500.00)			
401-7-751-105-000	OVERTIME SALARIES	(400.00)			
401-7-751-106-000	MEDICARE TAX	(700.00)			
401-7-751-108-000	F I C A	(8,000.00)			
401-7-751-109-000	P E R A	(3,000.00)			
401-7-751-110-000	GROUP INSURANCE	(5,500.00)			
401-7-751-111-000	RETIREE HEALTH CARE	(1,900.00)			
401-7-751-221-000	VEH/HVY EQUIP. REPAIR	(1,600.00)			
401-7-751-225-000	PER DIEM EXPENSE	(1,300.00)			
401-7-751-226-000	MILEAGE REIMBURSEMENT	30.00			
401-7-751-230-000	SUPPLIES/TOOLS	910.00			
401-7-751-237-000	SUBSCRIPTIONS/PUBLICAT	(2,000.00)			
401-7-751-238-000	UNIFORM ALLOWANCE	(590.00)			
401-7-751-249-000	EQUIP MAINT/AGREEMENTS	(15,750.00)			
401-7-751-251-000	RENTALS	(2,700.00)			
401-7-751-252-000	PRINTING/PUBLISHING	(2,000.00)			
401-7-751-256-000	Building Improvements	(1,500.00)			
401-7-751-257-000	Building Maintenance	(1,000.00)			
401-7-751-267-000	CONTRACTUAL SERVICES	(2,000.00)			
401-7-751-313-000	TORT LIABILITY INSURAN	(11,500.00)			
401-7-751-314-000	PROPERTY INSURANCE	2,180.00			
401-7-751-315-000	LIABILITY INSURANCE	230.00			
401-7-751-319-000	OTHER INSURANCE	110.00			
401-7-751-339-000	POSTAGE/FREIGHT	(1,350.00)			
401-7-751-341-000	UTILITIES	(2,400.00)			
401-7-752-102-000	REGULAR SALARIES	21,540.00			
401-7-752-105-000	OVERTIME SALARIES	17,910.00			

401-7-752-106-000	MEDICARE TAX	3,420.00
401-7-752-109-000	P E R A	24,990.00
401-7-752-110-000	GROUP INSURANCE	31,820.00
401-7-752-111-000	RETIREE HEALTH CARE	4,220.00
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	(700.00)
401-7-752-225-000	PER DIEM EXPENSE	(2,700.00)
401-7-752-227-000	TRANSPORTATION EXPENSE	(18,750.00)
401-7-752-231-000	NON-EXPENDABLE SUPPLIE	(9,100.00)
401-7-752-238-000	UNIFORM EXPENSES	(20,000.00)
401-7-752-244-000	PRE-EMPLOYMENT PHYSICA	(2,500.00)
401-7-752-249-000	EQUIP MAINT/AGREEMENTS	(3,700.00)
401-7-752-251-000	RENTALS	330.00
401-7-752-312-000	WORKERS COMPENSATION	(1,000.00)
401-7-752-313-000	TORT LIABILITY INSURAN	(43,800.00)
401-7-752-315-000	LIABILITY INSURANCE	5,550.00
401-7-758-102-000	REGULAR SALARIES	(90,000.00)
401-7-758-105-000	OVERTIME SALARIES	(2,600.00)
401-7-758-106-000	MEDICARE TAX	(1,200.00)
401-7-758-109-000	P.E.R.A.	(16,000.00)
401-7-758-110-000	GROUP INSURANCE	(33,290.00)
401-7-758-111-000	RETIREE HEALTH CARE	(2,000.00)
401-7-758-312-000	WORKERS COMPENSATION	(410.00)