

CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA

June 22, 2023 – 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-23-011 Ratification of agreement between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY 23/24.
2.
 - A. Agreement A-23-012 Between Chaves County and Serenity Counseling
 - B. Agreement A-23-013 between Chavs County and Chaves County Youth Awareness for Shattered Dreams Program
 - C. Agreement A-23-014 between Chaves County and Dexter Independent School District for Project Graduation Celebration
 - D. Agreement A-23-015 between Chaves County and WINGS for Life
 - E. Agreement A-23-017 between Chaves County and ASPEN of New Mexico
 - F. Agreement A-23-018 between Chaves County and C.A.S.A.
 - G. Agreement A-23-019 between Chaves County and Dexter Independent School District for Teens needing Teen's program.
 - H. Agreement A-23-020 between Chaves County and Diane Taylor
 - I. Agreement A-23-020 between Chaves County and Hagerman Municipal School District for Teens Needing Teens Program
 - J. Agreement A-23-022 between Chaves County and Lake Arthur Municipal School District for Teens Needing Teens Program
 - K. Agreement A-23-023 between Chaves County and Character Counts for Project Graduation Celebration

- L. Agreement A-23-024 between Chaves County and Roswell Refuge.
- 3. Resolution R-23-013 Amending the County Treasurers Fee Schedule.
- 4. Resolution R-23-015 for Two-Year Review of the Chaves County Investment Policy.
- 5. Resolution R-23-018 Approving County to “Pickup” PERA Statutory Contribution Rate Increase.
- 6. Resolution R-23-019 Approving Changes to Personnel Charts.
- 7. Resolution R-23-020 Creation of Absent Voter Precinct.
- 8. Resolution R-23-021 Designating the polling places for the 2023 local election.
- 9. Resolution R-23-022 Designating the polling places for the 2024 Primary and General Elections and the 2025 regular local election.
- 10. Resolution R-23-023 Appointment to the County Board of Registration.
- 11. Resolution R-23-024 Joining the Multiple Use Alliance
- 12. Resolution R-23-025 Ratification approval of CDWI Application from the NM Dept. of Transportation FY24
- 13. A. Resolution R-23-026 and Agreement A-23-028 between Chaves County and New Mexico Department of Transportation accepting Local Government Road Funds – County Arterial Program

B. Resolution R-23-027 and Agreement A-23-029 between Chaves County and New Mexico Department of Transportation accepting Local Government Road Funds – County Cooperative Program
- 14. Resolution R-23-028 Authorizing the Purchase of Real Property and Approving the Execution of Document by Chairman Bilberry

B. OTHER BUSINESS

- 15. Appointment of New and Current DWI Planning Council Voting Members

APPROVAL OF CHECKS

APPROVAL OF REPORTS

UNSCHEDULED COMMUNICATIONS ARE LIMITED TO THREE MINUTES PER VISITOR AND NOT TO EXCEED 15 MINUTES NO FORMAL ACTION IS TAKEN BY THE COMMISSION

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

If you are an individual with a disability who needs a reader, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing meeting, please contact the County Commissioner's office at 575-624-6600. This should be done at least one week before 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

Ratification of Agreement A-23-011 between
Chaves County and the State of New Mexico,
DFA/Local Government Division for DWI Local
Grant FY 23/24

MEETING DATE: 6/22/22

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested: Ratification of Agreement A-23-011

Item Summary:

Chaves County DWI program was awarded \$50,000.00 in Local DWI grant funds for Fiscal Year 2023-2024. This funding will be utilized to fund a Full-time Treatment Provider and supplies for Court Compliance.

The term of the Agreement will start on July 1, 2023 and will extend to June 30, 2024.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-23-011

Summary by: Elly T Hollon

Title: DWI Coordinator



New Mexico
Department of Finance
and Administration

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Governor Michelle Lujan Grisham
Cabinet Secretary Designate Wayne Propst

Local Government Division
Wesley Billingsley, Acting Division Director

May 17, 2023

VIA EMAIL

The Honorable Commissioner Jeff Bilberry
Chaves County Commission Chair
1 St. Mary's Place
Roswell, NM 88203

Through Elly Hollon, DWI Coordinator

Dear Commissioner Bilberry:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #24-D-G-03 for your review and approval. **Please note that an original wet or electronic authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call Anthony Apodaca, LDWI Program Manager at (505) 412-8508 or email at anthony.apodaca1@dfa.nm.gov.

Sincerely,

A handwritten signature in cursive script that reads "Julie Krupcale".

Julie Krupcale, LDWI Bureau Chief
Local Government Division

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Program No. 24-D-G-03

A-23-011

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “**Division**,” and the County of Chaves, hereinafter called the “**Grantee**,” collectively called “**the Parties**.”

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

WHEREAS, on April 18, 2023, the DWI Grant Council awarded the Grantee **\$50,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A”, and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective July 1, 2023 and will terminate on June 30, 2024.
- B. The General Appropriation Act of 2023, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2023, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2024 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due October 31, 2023.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than October 31, 2023, January 31, 2024, and May 1, 2024 for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than July 10, 2024.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than July 31, 2024.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed Fifty Thousand Dollars and no Cents (\$50,000.00). The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to immediately terminate this Grant Agreement at any time if, in the judgment of the Division, the

provisions of this Grant Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199,

NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

- A. The Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:

Name: Elly Hollon
Title: DWI Coordinator
Address: 1 St. Mary's Place
Roswell, NM 88203

Phone: (575) 624-6596
Email: elly.hollon@chavescounty.gov

- B. The Division designates the person listed below as its Program Manager, responsible for overall administration of this Grant Agreement, including compliance and monitoring of Grantee:

Name: Anthony Apodaca
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 412-8508
Email: Anthony.apodaca1@dfa.nm.gov

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Seven Thousand Dollars and No Cents (\$7,000.00) (14%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 31, 2023**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 31, 2023**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the

compliance monitoring program protocol by July 31, 2023, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.

- F. **The Grantee shall submit LDWI Planning Council by-laws by July 31, 2023.**
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. **The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.**

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Chaves may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Chaves's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

CHAVES COUNTY

By: Jeff Bilberry 5-19-2023
Authorized Signatory Date

Jeff Bilberry
(Type or Print Name)

**DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION**

DocuSigned by:
Wesley Billingsley
D891C24BB85B4E9...

By: _____ 5/31/2023
Wesley Billingsley, Acting Director Date

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Chaves County

Grant No.: 24-D-G-03

Grant Amount: \$50,000.00

Grantee will provide DWI program activities in the following areas:

1. Screening:

The grant **requires** a county-wide screening program that addresses all municipal, district and magistrate court referrals related to DWI. Other referrals addressing DWI-related issues may also be handled from schools and the probation and parole system. Programs must use the DFA-approved screening program.

The program **shall** use screening fees to self-fund the screening costs to the fullest extent possible. The fee structure shall include an appropriate sliding-fee schedule, based on earning capacity of offenders, to assist those offenders who are unable to pay the full fees.

The screening program shall not be provided by an alcoholism treatment program serving the judicial districts involved in order to avoid conflict of interest or screening bias. *See* NMSA 1978, § 43-3-11(D).

2. Treatment: Outpatient/Jail based

Treatment is an array of individual, family, group or social program or activity alternatives directed to intervene and address DWI, alcohol problems, alcohol dependence, alcoholism or alcohol abuse. Treatment seeks to reduce the consumption of alcohol, to support abstinence and recovery from drinking alcohol, and to improve physical and emotional health, family and social relationships, well-being, and general quality of life.

The competitive grant and distribution funding supports outpatient treatment services and jail-based services that address alcohol abuse or alcohol dependence issues, as related to DWI and the prevention of repeated DWI offenses for offenders with current DWI convictions. Treatment providers can be contracted or on staff. Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices.

The treatment programs shall include a treatment assessment. This assessment shall be administered at admission and again at discharge for outpatient treatment. An individual treatment plan must be provided for each offender. The treatment program will address motivational, therapeutic, and psycho-educational approaches to assist the DWI offenders, and their family/collateral support system when feasible and appropriate, in (1) consideration for change of risk-taking behavior and (2) consideration for continued treatment and/or recovery maintenance.

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's,

NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

3. Compliance Monitoring/Tracking:

The grant supports a compliance monitoring/tracking component, which strengthens tracking, follow-up, and supervised probation-type efforts with DWI offenders to assist courts in the monitoring for compliance of offenders with court-imposed sentencing (i.e., screening, treatment, ignition interlock, DWI School, etc.) Compliance monitoring follow-up may also include community service supervision. All programs must use the State selected screening and tracking instrument. Programs that fund supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report	<input type="checkbox"/> Exhibit I – Enforcement Activity Report and/or <input type="checkbox"/> Exhibit I (B) – Full Time Officer Report
<input type="checkbox"/> Review & Attach MDS Report from NOBLE	<input type="checkbox"/> Review MDS Report
<input type="checkbox"/> Review & Attach Database Quarterly Report from NOBLE	<input type="checkbox"/> Review Database Quarterly Report
<input type="checkbox"/> Review and confirm active users in NOBLE	<input type="checkbox"/> Active users in NOBLE confirmed
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature

Print Name

Date

County/City Official Signature

Print Name

Date

FOR DEA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature

Print Name

Date

**Local DWI Grant Program
Revenue/Expenditure Summary**

Grantee
Chaves County

Grant No.: 24-D-G-03

Total Grant

\$50,000.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match**	TOTAL
		PROGRAM			
Local DWI Program Grant	50,000.00	Personnel Services	0.00	0.00	0.00
		Employee Benefits	0.00	0.00	0.00
In-Kind Match:		Travel (In-State)	0.00	0.00	0.00
Program Generated Fees	7,000.00	Travel (Out-of-State)	0.00	0.00	0.00
County		Supplies	0.00	0.00	0.00
City		Operating Costs	0.00	0.00	0.00
Judicial/Courts		Contractual Services	50,000.00	7,000.00	57,000.00
Other (list):		Minor Equipment	0.00	0.00	0.00
		Capital Purchases*	0.00	0.00	0.00
TOTAL REVENUES	57,000.00	TOTAL EXPENDITURES	50,000.00	7,000.00	57,000.00

Administrative is allowed only as In-Kind Match

*Capital purchases must have prior approval from DFA/LDWI.

** In-Kind Match must be at least 10% of Grant Expenditure total

10%= 5,000.00

**LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report
by Component**

Grant:

	<u>Budget</u>
Prevention	0.00
Enforcement	0.00
Screening	0.00
Treatment: Outpatient/Jailbased	50,000.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	0.00
Totals:	50,000.00

ck 50,000.00

Chaves County
PO Box 1772
Roswell, NM 88202

575-624-6576
24-D-G-03

In-Kind Match:

	<u>Budget</u>
Prevention	0.00
Enforcement	0.00
Screening	7,000.00
Treatment: Outpatient/Jailbased	0.00
Compliance Monitoring/Tracking	0.00
Coordination, Planning & Evaluation	0.00
Alternative Sentencing	0.00
Totals:	7,000.00

ck 7,000.00

Tot. Bud. Expd: 57,000.00 ck 57,000.00



**LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report**

Exhibit D

Payment Request No.: **1**

I. A. Grantee: Chaves County B. Address: PO Box 1772 Roswell, NM 88202 C. Telephone No.: 575-624-6576 D. Grant No.: 24-D-G-03	II. Payment: A. Grant Award: \$50,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$50,000.00 III. Report Period Ending: Enter Date-->
---	---

50,000.00

Budget Line Items	Grant				Budget Line Items	In-Kind Match			
	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures		Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures
Personnel Services	0.00	0.00	0.00	0.00	Personnel Services	0.00	0.00	0.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	Employee Benefits	0.00	0.00	0.00	0.00
Travel (In-State)	0.00	0.00	0.00	0.00	Travel (In-State)	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	Travel (Out-of-State)	0.00	0.00	0.00	0.00
Supplies	0.00	0.00	0.00	0.00	Supplies	0.00	0.00	0.00	0.00
Operating Costs	0.00	0.00	0.00	0.00	Operating Costs	0.00	0.00	0.00	0.00
Contractual Services	50,000.00	0.00	50,000.00	0.00	Contractual Services	7,000.00	0.00	7,000.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	Minor Equipment	0.00	0.00	0.00	0.00
Capital Purchases*	0.00	0.00	0.00	0.00	Capital Purchases*	0.00	0.00	0.00	0.00
TOTALS	50,000.00	0.00	50,000.00	0.00		7,000.00	0.00	7,000.00	0.00

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature) Date

Grantee Representative (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Component

Exhibit D (1)
0

Grantee: Chaves County
 Grant No.: 24-D-G-03
 Request No. 1

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

Grant:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	0.00	0.00	0.00	0.00
Enforcement	0.00	0.00	0.00	0.00
Screening	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	50,000.00	0.00	50,000.00	0.00
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00
Coordination, Planning & Evaluation	0.00	0.00	0.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Totals:	50,000.00	0.00	50,000.00	0.00

In-Kind Match:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Prevention	0.00	0.00	0.00	0.00
Enforcement	0.00	0.00	0.00	0.00
Screening	7,000.00	0.00	7,000.00	0.00
Treatment: Outpatient/Jailbased	0.00	0.00	0.00	0.00
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00
Coordination, Planning & Evaluation	0.00	0.00	0.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Totals:	7,000.00	0.00	7,000.00	0.00

Total Expenditures This Reimbursement:	<u>0.00</u>	↔	<u>Checks:</u>
Total Expenditures Year to Date:	<u>0.00</u>	↔	<u>0.00</u>

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
Grant No.: _____
Request No.: _____

Total Grant Funds Requested This Request: 0.00
Total In-Kind Match This Request: 0.00
Total Expenditures Reported This Request: 0.00

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:				<u>0.00</u>		

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (In-State):				<u>0.00</u>		

Exhibit G- Grant

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						0.00

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

***Prevention Giveaways/Promotional Items**

Total Supplies:						0.00

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:						0.00

Contractual Services

<u>Period Covered</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:						0.00

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:						0.00

Exhibit G- Grant

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Capital Purchases: 0.00

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
 Grant No.: 0
 Request No.: 0

Total Grant Funds Requested This Request: 0.00
 Total In-Kind Match This Request: 0.00
 Total Expenditures Reported This Request: 0.00

In-Kind Match Expenditures:

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Amount	Component
Total Personnel Services:					<u>0.00</u>

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component
Total Employee Benefits:						<u>0.00</u>

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (In-State):						<u>0.00</u>

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component
Total Travel (Out-of-State):						<u>0.00</u>

Supplies

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Exhibit G - Grant In-Kind Match

Total Supplies: 0.00

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Operating Costs: 0.00

Contractual Services

<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Contractual Services: 0.00

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Minor Equipment: 0.00

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>

Total Capital Purchases: 0.00

Total In-Kind Match: 0.00
 Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

 Grantee Representative (Signature)

 Title

 Date

AGENDA ITEM: 2

- A. Agreement A-23-012 between Chaves County and Serenity Counseling
- B. Agreement A-23-013 between Chaves County and Chaves County Youth Awareness for Shattered Dreams Program
- C. Agreement A-23-014 between Chaves County and Dexter Independent School District for Project Graduation Celebration
- D. Agreement A-23-015 between Chaves County and WINGS for Life
- E. Agreement A-23-017 between Chaves County and ASPEN of New Mexico
- F. Agreement A-23-018 between Chaves County and C.A.S.A.
- G. Agreement A-23-019 between Chaves County and Dexter Independent School District for Teens Needing Teens Program
- H. Agreement A-23-020 between Chaves County and Diane Taylor
- I. Agreement A-23-021 between Chaves County and Hagerman Municipal School District for Teens Needing Teens Program
- J. Agreement A-23-022 between Chaves County and Lake Arthur Municipal School District for Teens Needing Teens Program
- K. Agreement A-23-023 between Chaves County and Character Counts for Project Graduation Celebration Program
- L. Agreement A-23-024 between Chaves County and Roswell Refuge

MEETING DATE: 6/22/2023

STAFF SUMMARY REPORT

Action Requested by: Elly T Hollon, DWI Coordinator

- Action Requested:**
- A. Approval of Agreement A-23-012
 - B. Approval of Agreement A-23-013
 - C. Approval of Agreement A-23-014
 - D. Approval of Agreement A-23-015
 - E. Approval of Agreement A-23-017
 - F. Approval of Agreement A-23-018
 - G. Approval of Agreement A-23-019
 - H. Approval of Agreement A-23-020
 - I. Approval of Agreement A-23-021
 - J. Approval of Agreement A-23-022
 - K. Approval of Agreement A-23-023
 - L. Approval of Agreement A-23-024
-

Item Summary:

Chaves County DWI Program received funding under the LDWI Distribution of \$446,176.00 and the Competitive Grant of \$50,000.00 for FY 24. The subcontracts listed will be allocated the estimated Distribution amount and grant amount to provide various DWI related Programs to the community of Chaves County.

The term of Subcontract agreements provided will extend from July 1st, 2023 through June 30th, 2024.

Staff recommends approval for subcontracts.

SUPPORT DOCUMENTS:

- A. Approval of Agreement A-23-012
- B. Approval of Agreement A-23-013
- C. Approval of Agreement A-23-014
- D. Approval of Agreement A-23-015
- E. Approval of Agreement A-23-017
- F. Approval of Agreement A-23-018
- G. Approval of Agreement A-23-019

- H.** Approval of Agreement A-23-020
 - I.** Approval of Agreement A-23-021
 - J.** Approval of Agreement A-23-022
 - K.** Approval of Agreement A-23-023
 - L.** Approval of Agreement A-23-024
-

Summary by: Elly T Hollon

Title: DWI Coordinator

**AGREEMENT A-23-012
BETWEEN CHAVES COUNTY AND SERENITY
COUNSELING FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Serenity Counseling, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

1. Scope of Work.

- A. Contractor shall assess clients to determine the required level of care. The initial therapy is provided in individual sessions focusing on motivation, self-awareness, and client-therapist relationship, followed by assignment to group sessions either didactic or group therapy, or both that will be provided by Contractor. Recommend aftercare plan if appropriate.
- B. Contractor shall maintain individual records of assessments, treatment plans, actual treatment activities, after care recommendations and such other records consistent with the requirements of the New Mexico Department of Health, the Federal Government and the National Association of Alcohol and Drug Abuse Counselors.
- C. Contractor shall input completion of Treatment outcomes and adjudicated client profiles in to DFA approved database and other required databases withing ten (10) working days from the date of Treatment.
- D. Contractor must be a licensed clinician or be supervised under an independently licensed clinician. Licensures, including those of supervisor, if appropriate, will be provided to DWI Coordinator.
- E. Contractor will provide Victim Impact Presentations every 6 weeks. Will provide DWI Coordinator with reports on presentation and attendees.

- F. Contractor shall implement pre and post evaluation of program to track effectiveness. Results shall be submitted to the DWI Coordinator monthly.
- G. Contractor must provide Treatment Protocols to DWI Coordinator at the beginning of each Fiscal Year.
- H. Participate and attend all DWI Planning Council activities/meetings.
- I. Supplies or needed items for the program shall be included in total contract amount.
- J. Coordinate with the County's DWI Screener, Court Compliance Office, and the DWI Coordinator.
- K. Contractor shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of Four-Thousand One Hundred Sixty-Six Dollars and sixty-Six Cents (\$4,166.66) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Fifty Thousand Dollars (\$50,000.00).

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such

termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

A. 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.

B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these

requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

SERENITY COUNSELING

Patricia Johnson/DBA Serenity Counseling Date: June 8, 2023
Contractor

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: 03-147247-00-8

**AGREEMENT A-23-013
BETWEEN CHAVES COUNTY AND
CHAVES COUNTY YOUTH AWARENESS**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 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 the Chaves County Youth Awareness, a non-profit corporation, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Shattered Dreams" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A. The Contractor shall plan, organize, and execute the evidence-based program called Shattered Dreams.
- B. Contractor shall be in close coordination with contracted DWI Prevention Educator to successfully execute program.
- C. Contractor shall strictly adhere to the Evidence-based Model of the Shattered Dreams program.
- D. Contractor will conduct pre and post evaluations in coordination with the DWI Prevention Educator that will be incorporated into a monthly summary report. A final report will be submitted to the DWI Coordinator to demonstrate the effectiveness of the program.
- E. Contractor shall submit invoice and final report upon completion of the program and provide a presentation on the next scheduled DWI Planning Council Meeting.
- F. Supplies or needed items for the program shall be included in total contract amount.

Shattered Dreams

2. Compensation:

- A. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Five Thousand Dollars (\$5,000.00) inclusive of New Mexico Gross Receipt Tax.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- C. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.
- E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

CHAVES COUNTY YOUTH AWARENESS

Andy Blake
Contractor

Date: 6-22-2023

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: 45-2982-878

**AGREEMENT A-23-014
BETWEEN CHAVES COUNTY AND DEXTER INDEPENDENT
SCHOOL DISTRICT FOR PROJECT GRADUATION CELEBRATION
FOR THE VALLEY SCHOOLS**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Dexter Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Project Graduation Celebration" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor, or its agent, shall plan, organize, and execute a Project Graduation Celebration at Dexter High School, Hagerman High School and Lake Arthur High School to be implemented during the month of May.
 - B. Contractor shall be in close coordination with the contracted Prevention Educator to assure all the activities and components of Project Graduation are appropriate and conducive to curtailing substance and alcohol use.
 - C. Contractor shall work with the contracted Prevention Educator in developing, administering, and collecting from all participants a short 4-5 question post satisfaction survey. Prevention Educator will assist in producing post question satisfaction surveys. A final report will be submitted to the DWI Coordinator to demonstrate the effectiveness of the program.
 - D. Contractor shall submit invoice and final report upon completion of the program and provide a presentation on the next scheduled DWI Planning Council Meeting.

E. Supplies or needed items for the program shall be included in the total contract amount.

2. Compensation:

The total amount of the monies payable to the Contractor under this agreement shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00). Invoice and necessary documents must be submitted for payment after the program has been executed.

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. **Status of Contractor.**

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. **Insurance.**

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. **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.

9. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. **Records and Audit.**

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

A. 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.

B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

DEXTER INDEPENDENT SCHOOL DISTRICT



Contractor

Date: 6-22-2023

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: 01-50309500-4

**AGREEMENT A-23-015
BETWEEN CHAVES COUNTY AND WINGS FOR L.I.F.E
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Wings for L.I.F.E., hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

1. Scope of Work.

- A. Contractor shall provide an alternative sentencing program called ASPEN of New Mexico to Court Ordered DWI offenders.
- B. Contractor will conduct pre and post evaluations that will be incorporated into a monthly summary report to be utilized by the Chaves County DWI Program, as well as to demonstrate the effectiveness of program.
- C. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.
- D. Participate and attend all DWI Planning Council activities/meetings.
- E. Supplies or needed items for the program shall be included in the total contract amount.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of Two-Thousand Dollars (\$2,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twenty-Eight Thousand Dollars (\$24,000.00).

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2023, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to

employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. **Insurance.**

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. **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.

9. **Subcontracting.**

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. **Records and Audit.**

The Contractor shall maintain, for six 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. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

WINGS FOR L.I.F.E.



Contractor

Date: June 7, 2023

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: 26-1434261

**AGREEMENT A-23-017
BETWEEN CHAVES COUNTY AND ASPEN OF
NEW MEXICO FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 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 ASPEN of New Mexico, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

- A. Contractor shall provide an alternative sentencing program called ASPEN of New Mexico to Court Ordered DWI offenders.
- B. Contractor will conduct pre and post evaluations that will be incorporated into a monthly summary report to be utilized by the Chaves County DWI Program as well as to demonstrate the effectiveness of program.
- C. The Contractor shall submit a monthly report to the Chaves County DWI Grant Program Coordinator documenting program activities, number of clients. The report will include the following certification: "I certify that the information submitted is true and correct to the best of my ability."
- D. Monthly invoice will be submitted to DWI Coordinator by no later than the 5th of every month along with monthly report.
- E. Participate in all DWI Planning Council activities/meetings.
- F. Supplies or needed items for program, shall be included in total contract amount.

2. Compensation:

- A. Contractor will provide twelve (12) classes; (one class each month)
- B. The County shall pay to the Contractor in full payment for services rendered for the sum of four hundred sixteen dollars and sixty-six cents (\$416.66) per class, one class per month, inclusive of the New Mexico Gross Receipt Tax.
- C. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- D. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed the total of Five Thousand Dollars (\$5,000.00).
- E. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.
- F. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.
- G. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.

C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six 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. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

A. 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.

B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex,

age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

ASPEN OF NEW MEXICO

Kevin M Boyd

Kevin M Boyd (Jun 8, 2023 13:24 MDT)

Contractor

Date: 06/08/2023

ASPEN of New Mexico

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: 03516212000







A-23-017 Aspen of NM

Final Audit Report

2023-06-08

Created:	2023-06-06
By:	Elly Hollon (elly.hollon@chavescounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAajj5VcZRMwp-PzaWZGuZz5leF0YOczlM

"A-23-017 Aspen of NM" History

-  Document created by Elly Hollon (elly.hollon@chavescounty.gov)
2023-06-06 - 8:37:22 PM GMT- IP address: 64.90.145.2
-  Document emailed to kevin@aspenofnewmexico.com for signature
2023-06-06 - 8:37:52 PM GMT
-  Email viewed by kevin@aspenofnewmexico.com
2023-06-06 - 9:34:55 PM GMT- IP address: 174.231.21.179
-  Signer kevin@aspenofnewmexico.com entered name at signing as Kevin M Boyd
2023-06-08 - 7:24:00 PM GMT- IP address: 216.147.121.140
-  Document e-signed by Kevin M Boyd (kevin@aspenofnewmexico.com)
Signature Date: 2023-06-08 - 7:24:02 PM GMT - Time Source: server- IP address: 216.147.121.140
-  Agreement completed.
2023-06-08 - 7:24:02 PM GMT



Adobe Acrobat Sign

**AGREEMENT A-23-018
BETWEEN CHAVES COUNTY AND C.A.S.A.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 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 C.A.S.A. (Court Appointed Special Advocate), hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence based DWI Prevention program called "Alcohol and Kids Don't Mix" aimed towards adults.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

- A. Contractor will provide an Evidence-based parenting course program called "Alcohol and Kids Don't Mix".
- B. Contractor will provide a minimum of 5 sessions. Each session will provide 5-one hour and a half group lessons within the fiscal year.
- C. Contractor will conduct pre and post evaluations that will be incorporated into a monthly summary report to be utilized by the Chaves County DWI Program as well as to demonstrate the effectiveness of program.
- D. Participate in all the DWI Planning Council activities/meetings.
- E. Supplies or needed items for program, shall be included in total contract amount.

- F. Shall submit the following documents to get reimbursed for services by no later than the 5th of each month:
 - a. Invoice
 - b. Justification of invoice to include demographics of clients attending program.

2. Compensation:

- A. The County shall pay Two hundred Dollars (\$200.00) per lesson to the Contractor in full payment for services rendered, inclusive of New Mexico Gross Receipt Tax.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Five Thousand Dollars (\$5,000.00). Two Hundred dollars (\$200.00) per group lesson: 5 Group Lessons per session: Total of 5 Sessions to be completed within the fiscal year.
- D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.
- E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six 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. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

C.A.S.A.

May
Contractor

Date: 6-7-23

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: 02-134839-001

C.A.S.A.

**AGREEMENT A-23-019
BETWEEN CHAVES COUNTY AND DEXTER
INDEPENDENT SCHOOL DISTRICT FOR
ALTERNATIVE DWI PREVENTION EDUCATION**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Dexter Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Teens Needing Teens" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to Chaves County youth.
 - B. Contractor will provide yearlong alternative activities to youths.
 - C. Contractor will allow the contracted Prevention Educator to come and implement evidence-based prevention activities and curriculums within the year to both youths and parents.
 - D. Participate and attend all DWI Planning Council activities/meetings.
 - E. Supplies or needed items for the program shall be included in the total contract amount.
 - F. Shall submit documents required by the DWI Coordinator and sign invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars (\$1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars (\$12,000.00)

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

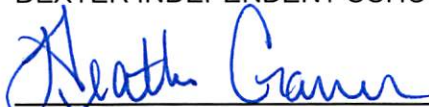
IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

DEXTER INDEPENDENT SCHOOL DISTRICT



Contractor

Date: 6-22-2023

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: 01-50309500-4

**AGREEMENT A-23-020
BETWEEN CHAVES COUNTY AND DIANE TAYLOR
FOR DWI PREVENTION SERVICES**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Diane Taylor, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide evidence-based DWI Prevention programs for Chaves County.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor must be a licensed Prevention Specialist or be supervised under an independently licensed specialist. Licensures, including those of supervisor, if appropriate, will be provided to DWI Coordinator. If applicable, contractor must communicate with the Licensed Prevention Specialist and receive approval of all evidence-based DWI Prevention Programs.
 - B. Oversee the Teens Need Teens Centers in Chaves County. Recruit and train volunteer school personnel to provide adult supervision while the center is open. Must provide, at minimum, one (1) monthly evidence- based prevention program to all Teens Needing Teens Centers.
 - C. Contractor must implement Evidence-based prevention activities and/or Promising Prevention Activities. According to LDWI Guidelines, a Promising Prevention Activity can only be funded for three years. At the end of the third year, Prevention Educator must evaluate the activity to show evidence of its effectiveness.

- D. Contractor will develop and conduct DWI prevention educational activities such as social / educational activities, drug and violence-free social / educational activities, and life skill educational events within Chaves County. Contractor will provide statistical information to DWI Coordinator to include, but does not limit to:**
- 1. Total number of attendees**
 - 2. Age of population reached**
 - 3. Evidence based or promising curriculum name**
 - 4. Location of Program**
 - 5. Provide and collect a pre and post participant survey.**
- E. Contractor will monitor the planning and conduct of Project Graduation Celebrations in Chaves County. Contractor will provide statistical information to DWI Coordinator to include, but does not limit to:**
- 1. Total number of graduating seniors**
 - 2. Total number of seniors attending**
 - 3. Alcohol related Violations/arrests**
 - 4. Expenditures**
 - 5. Provide and collect a post participant survey**
- F. Contractor shall plan, execute, monitor, and evaluate the evidence-based program Shattered Dreams in Chaves County. Contractor will provide appropriate statistical information to DWI Coordinator to include but does not limit to:**
- 1. Total number of attendees**
 - 2. Age of population reached**
 - 3. Expenditures**
 - 4. Location of Program**
 - 5. Provide and collect a pre and post participant survey.**
- G. Contractor will provide technical guidance on the preparation of monthly reports on activities, alternative alcohol, drug and violence-free social / educational activities, skill development events and statistical information required for the evaluation report.**
- H. Provide the DWI Program Coordinator with a consolidated quarterly report required by DFA. Once received and approved by DWI Coordinator, the report will be uploaded on to DFA's approved database by no later than the requested due date. The quarterly report will include an overview of program accomplishments, problems, and solutions.**

- I. Contractor shall provide guidance on local assessments, developing assessment tools and conduct appropriate analyses for the instruments used by the prevention program. This type of technical assistance will help prevention staff to become familiar with the use and application of tools such as needs assessments, State Epi Profile, NM YRRS, etc.
- J. Participate and attend all DWI Planning Council activities/meetings.
- K. Supplies or needed items for prevention programs are subject to funding availability and shall be requested in writing to the DWI Coordinator. Requests shall be presented and approved by the LDWI Planning council and DFA.
- L. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of four thousand five hundred twenty-four dollars and thirty-three cents (\$4,524.33) inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Fifty-four thousand, two hundred and ninety-two Dollars (\$54,292.00)

3. Term.

Services will commence on July 1, 2022. This Agreement shall terminate on June 30, 2023, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

A. 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.

B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

DIANE TAYLOR

Diane Taylor
Contractor

Date: 6-22-2023

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: 023-777160-06

**AGREEMENT A-23-021
BETWEEN CHAVES COUNTY AND HAGERMAN
MUNICIPAL SCHOOL DISTRICT FOR
ALTERNATIVE DWI PREVENTION EDUCATION**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Hagerman Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Teens Needing Teens" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to Chaves County youth.
 - B. Contractor will provide yearlong alternative activities to youths.
 - C. Contractor will allow the contracted Prevention Educator to come and implement evidence-based prevention activities and curriculums within the year to both youths and parents.
 - D. Participate and attend all DWI Planning Council activities/meetings.
 - E. Supplies or needed items for the program shall be included in the total contract amount.
 - F. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars (\$1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars (\$12,000.00)

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

A. 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.

B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

HAGERMAN INDEPENDENT SCHOOL DISTRICT

Betia Reyes
Contractor

Date: 6-22-2023

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: 85-6000138

**AGREEMENT A-23-022
BETWEEN CHAVES COUNTY AND LAKE ARTHUR
MUNICIPAL SCHOOL DISTRICT FOR
ALTERNATIVE DWI PREVENTION EDUCATION**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Lake Arthur Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide an evidence-based DWI Prevention program called "Teens Needing Teens" aimed towards youth.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to Chaves County youth.
 - B. Contractor will provide yearlong alternative activities to youths.
 - C. Contractor will allow the contracted Prevention Educator to come and implement evidence-based prevention activities and curriculums within the year to both youths and parents.
 - D. Participate and attend all DWI Planning Council activities/meetings.
 - E. Supplies or needed items for the program shall be included in the total contract amount.
 - F. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars (\$1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.
- B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars (\$12,000.00)

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

LAKE ARTHUR INDEPENDENT SCHOOL DISTRICT



Contractor

Date: 6-22-2023

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: 01-503134-00

**AGREEMENT A-23-023
BETWEEN CHAVES COUNTY AND CHARACTER COUNTS
FOR PROJECT GRADUATION CELEBRATION**

THIS AGREEMENT is made and entered into this 22nd day of June, 2023, by and between Chaves County, 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 Character Counts of Chaves County, a non-profit corporation, hereinafter referred to as "Contractor".

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.
 - A. Contractor shall plan, organize, and execute a Project Graduation Celebration at Roswell High School, Goddard High School, and University High School to be implemented during the month of May.
 - B. Contractor shall be in close coordination with the contracted Prevention Educator to assure all the activities and components of Project Graduation are appropriate and conducive to curtailing substance and alcohol use.
 - C. Contractor shall work with the contracted Prevention Educator in developing, administering, and collecting from all participants a short 4-5 question post satisfaction survey. Prevention Educator will assist in producing post question satisfaction surveys. A final report will be submitted to the DWI Coordinator to demonstrate the effectiveness of the program.

Character Counts
Project Graduation Celebration

- D. Contractor shall submit invoice and final report upon completion of the program and provide a presentation on the next scheduled DWI Planning Council Meeting.
- E. Supplies or needed items for the program shall be included in total contract amount.

2. Compensation:

- A. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Five Thousand Dollars (\$5,000.00) inclusive of New Mexico Gross Receipt Tax.
- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- C. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.
- E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the

foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.

C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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

Character Counts

Project Graduation Celebration

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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

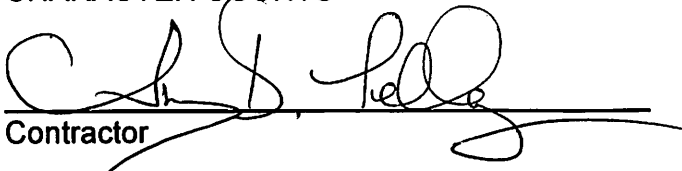
IN WITNESS WHEREOF, parties have executed this Agreement as of the date of execution below.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

CHARACTER COUNTS



Contractor

Date: 6-7-2023

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: 02-436943-008

Character Counts
Project Graduation Celebration

**AGREEMENT A-23-024
BETWEEN CHAVES COUNTY AND ROSWELL REFUGE FOR
EDUCATIONAL SERVICES FOR ALCOHOL RELATED
DOMESTIC VIOLENCE OFFENDERS**

THIS AGREEMENT is made and entered into this 22nd day of June 2023 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Roswell Refuge, hereinafter referred to as "Contractor."

WHEREAS Chaves County was awarded \$463,048.00 for Fiscal Year 2023-2024 in LDWI Funds;

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; and

WHEREAS the County desires to utilize the expertise of the Contractor to provide professional services for Domestic Violence Prevention.

1. Scope of Work.

- A. Contractor shall utilize the DWI funding exclusively for the benefit of Chaves County to supervise and oversee a court ordered Alcohol related Domestic Violence Intervention program (DVIP). DVIP will be a 52-week education program that will be provided by contractor.
- B. Contractor must adhere to the CYFD Rule on DVIP's. The Rule is NMAC 8.8.7.1
- C. Participate and attend in all the DWI Planning Council activities/meetings.
- D. Supplies or needed items for the program shall be included in the total contract amount.
- E. Contractor shall utilize and provide a Domestic Violence Assessment Tool that will be used for evaluation purposes.
- F. Shall submit documents required by the DWI Coordinator and sign an invoice for monthly reimbursement no later than the 5th of each month.

2. Compensation:

- A. The County shall pay to the Contractor in full payment for services rendered the sum of Two-Thousand Dollars (\$2,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.
- C. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twenty-Eight Thousand Dollars (\$24,000.00).

3. Term.

Services will commence on July 1, 2023. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient excise tax distribution by the State of New Mexico to Chaves County. If sufficient funds are not distributed, (1) the Scope of Work and Compensation shall be renegotiated to achieve financial balance for the County and an acceptable Scope of Work for the Contractor, or (2) the Agreement shall terminate upon written notice being given by the County to the Contractor. The County's decision as to whether sufficient distributions have been made shall be accepted by the Contractor and shall be final.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the County and are not employees of the County. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

7. Insurance.

Contractor shall obtain and maintain the following minimum limits of insurance continuously during the life of this agreement:

- A. Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.
- B. Contractor shall furnish the County with certificates of insurance for the foregoing coverages which designate Chaves County as an additional named insured. Said certificate of insurance shall include a provision wherein the coverage shall not be cancelled, terminated, or otherwise modified without thirty (30) days prior written notice provided to Chaves County.
- C. Contractor agrees to abide by the State of New Mexico Workman Compensation act.

8. 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.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of the services rendered. These records shall be subject to inspection by the County, the Department of Finance, and the State Auditor. 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.

11. Release.

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 and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. 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.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. 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.

14. Conflict of Interest.

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. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. 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.

17. 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.

18. Equal Opportunity Compliance.

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

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 or omissions or willful misconduct of the contractor, its employees or agents in the performance of the agreement by the Contractor 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.

The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

Date: 6-22-2023

ROSWELL REFUGE OF CHAVES COUNTY

Liesli Carrera
Contractor

Date: 6-6-2023

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: 85-0300721

AGENDA ITEM: 3

Resolution R-23-013 – Amending the
County Treasurers Fee Schedule

MEETING DATE: 05/18/2023

STAFF SUMMARY REPORT

Action Requested by: Charlotte Andrade-Gurule, County Treasurer

Action Requested: Approval of Resolution R-23-013

Item Summary:

Resolution R-23-013 will amend certain fees originally established under Resolution R-10-035 for digital tax account information requested by mortgage tax servicing agencies. Digital information is easily accessible and no longer warrants a \$250 fee. The new fee will be set at \$100, which is consistent with other New Mexico counties.

Staff recommends approval.

SUPPORT DOCUMENTS: **Resolution R-23-013**

Summary by: Charlotte Andrade-Gurule

Title: County Treasurer

**RESOLUTION R-23-013
AUTHORIZATION OF FEES
COUNTY TREASURER**

WHEREAS, the Chaves County Treasurer’s Office established the following fees under Resolution R-10-035 for certain transactions within the Treasurer’s Office, with said fees placed into a fund established for the County Treasurer for the function of that office; and

WHEREAS, on occasion, the Chaves County Treasurer finds it necessary to update certain fees based on electronic availability of requested reports.

- * **Returned item (NSF) charges** **\$25.00**

The fee will not be less than the current bank fee charged for returned items. The charge will offset the cost incurred in the processing of returned items.

- * **Cost to Chaves County Treasurer – Personal Property (Mobile Home) Sale**

The administration and enforcement of delinquent personal property ad valorem taxes is authorized by New Mexico State Statutes 7-38-51 through 56.

The delinquent personal property tax is authorized by New Mexico State Statutes 7-38-57 through 59.

In compliance of the above referenced statutes, the County Treasurer is authorized to recover any cost incurred in preparing for the sale. To cover all additional costs of preparation for the personal property tax sales, the Chaves County Treasurer is proposing the following fees:

- * **Delinquent personal property letter service fee** **\$25.00**

Charged to all accounts that are in excess of 60 days delinquency.

- * **Demand Warrant Processing Fee** **\$25.00**

Charged to all accounts that are in excess of 180 days delinquency.

- * **Penalty and Interest**

The Penalty and Interest charge on accounts that are in excess of 180 days delinquent will be retained by the Chaves County Treasurer to offset the cost of the personal property tax sales.

- * **Creation of digital tax account information** **\$100.00**

A fee to cover the cost of compiling and creating tax information for property taxes to digital media that is requested by tax service companies for the payment of property taxes.

NOW, THEREFORE, BE IT RESOLVED by the Chaves County Board of Commissioners to approve the amended fees for certain transactions within the Treasurer's Office with said fees collected and used for additional capital outlay expenditures.

Done this 22th day of May 2023.

CHAVES COUNTY BOARD OF COMMISSIONERS

By: _____
Jeff Bilberry, Chairman

ATTEST:

Cindy Fuller, County Clerk

AGENDA ITEM: 4

Resolution R-23-015 – Two Year Review of
the Chaves County Investment Policy

MEETING DATE: 06/22/2023

STAFF SUMMARY REPORT

Action Requested by: Charlotte Andrade-Gurule, County Treasurer

Action Requested: Approval of Resolution R-23-015

Item Summary:

Pursuant to §6-10.10.G, NMSA 1978, "...The Investment Policy shall be reviewed at least every two years." Resolution R-23-015 provides for the two-year review and in addition, expands the scope of the original policy by adding a secondary portfolio. The secondary portfolio identified as the "***Operating Portfolio***" will be focused on short-term investments with maturities not to exceed one-year.

Under the advisement of the County's Investment Advisor—Insight Investment, and with the support of the Chaves County Investment Committee, the following proposed revisions are presented for consideration and approval. The proposed revisions delineate investment parameters for the ***permanent fund*** as well as the secondary ***operating portfolio***.

The Investment Policy has been reviewed by our legal counsel in confirming that all said investments fall within statutory compliance.

Staff recommends approval.

SUPPORT DOCUMENTS: **Resolution R-23-015**
 Exhibit A, Proposed Policy with Revisions

Summary by: Charlotte Andrade-Gurule

Title: County Treasurer

RESOLUTION R-23-015
REVISING THE CHAVES COUNTY BOARD OF FINANCE
PERMANENT FUND INVESTMENT POLICY

WHEREAS, the Chaves County Board of Commissioners adopted the Permanent Fund Investment Policy by Resolution R-03-25 on June 23, 2003, and

WHEREAS, the Chaves County Treasurer with the support of the Chaves County Investment Committee and the advice of our permanent fund investment advisor, Insight Investment, is recommending the following revisions. These revisions are contained in Exhibit A, attached hereto.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Chaves County Commissioners that the Permanent Fund Investment Policy is hereby revised in accordance with Exhibit A, attached hereto.

DONE this 22nd day of June 2023.

CHAVES COUNTY BOARD OF COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr., Vice-Chair

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

ATTEST:

Cindy Fuller
County Clerk

Chaves County Investment Policy

I. PURPOSE

It is the policy of Chaves County (the "County") to invest its funds in a prudent manner that will provide for the highest investment income consistent with the preservation of principal and provision of liquidity. This Policy addresses the methods, procedures, and practices which must be exercised to ensure effective and judicious fiscal and investment management of County funds. The guidelines contained herein adhere to New Mexico state statutes.

This Policy was adopted by the County Board of Finance on June 30, 2011 and amended on September 15, 2011, November 20, 2014, May 23, 2019, May 20, 2021 and ~~May~~ ~~18~~ ~~June 22~~, 2023. It replaces all previous versions of the County's Investment Policy.

II. SCOPE

This Policy shall apply to the management of the County's Permanent Fund and Operating Portfolios.

III. DELEGATION OF AUTHORITY

The Chaves County Board of County Commissioners, acting in its capacity as a County Board of Finance (the "Board") pursuant to 6-10-8, NMSA 1978, shall have authority to set policies for the management of all County investments and shall ensure that such policies are carried out. The Chaves County Treasurer is the County's Investment Officer (the "Treasurer") and shall be responsible for investment activity consistent with the terms of this Policy. The Treasurer may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

With the consent of the Board, the County may engage the support services of outside professionals. Such services may include investment advisors, special legal representation, third party custodial services, and appraisals by independent credit rating services. All outside professionals shall be bound by the dictates of this Policy.

Certain investments authorized herein are eligible for purchase only if recommended and managed by an investment advisor which is registered with the Securities and Exchange Commission under the Investment Advisor's Act of 1940 and has at least \$500 million under management for similar investment disciplines. Investment advisors shall be compensated only on a fee basis and shall not receive commissions, mark-ups or other compensation on securities transacted for the County.

IV. PRIMARY OBJECTIVES

The Permanent Fund and Operating Portfolio~~s~~ shall be invested in accordance with all applicable County policies, New Mexico statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

- **Safety.** Safety of principal is the foremost objective of the investment program.
~~Attainment of a market rate of return.~~
- **Liquidity.** The investment portfolios shall ~~remain provide adequate~~ liquidity to meet all operating requirements that may be reasonably anticipated.
- **Yield.** The County's investment portfolios shall be designed with the objective of attaining at least a market rate of return throughout budgetary and economic cycles, taking into account the County's investment risk constraints and the cash flow characteristics of each portfolio.

V. STANDARDS OF CARE

A. Prudence

The standard of prudence to be used by both internal and external personnel investing County funds shall be in accordance with the provisions of Section 6-8-10, NMSA 1978 which states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The County's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The County recognizes that no investment is totally without risk and that its investment activities are a matter of public record. Accordingly, the County recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented.

The Treasurer and other authorized persons acting in accordance with established procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion to the Board and appropriate action is taken to control adverse developments.

B. Ethics and Conflicts of Interest

Officers and employees, including members of the Board, involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the County's investment program or which could affect or impair their ability to make impartial investment decisions on behalf of the County (Sections 6-10-40 and 6-10-53 NMSA 1978). Such persons shall disclose to the Treasurer any material financial interest they have in financial institutions that conduct business with the County, and they shall subordinate their personal investment transactions to those of the County.

VI. INTERNAL CONTROLS

The County Treasurer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of Chaves County are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance for the following:

- Compliance with all federal, state, and local regulations
- Control of collusion
- Separation of duties (decision making, recordkeeping, and reconciliation)
- Timeliness in reporting
- Security of fund transfers
- Clear delegation of authority

VII. SAFEKEEPING AND CUSTODY

The Treasurer shall approve one or more financial institutions to provide safekeeping and custodial services for the County. A safekeeping agreement ~~approved by the Treasurer (or should it be the Board?)~~ shall be executed with each custodian bank.

The purchase and sale of securities ~~and repurchase agreement transactions~~ shall be settled on a delivery versus payment basis. Ownership of all securities shall be perfected in the name of the County. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the County shall be delivered by book entry and shall be held in third-party safekeeping by the County approved custodian bank, its correspondent bank or the Depository Trust Company (DTC).

The County's custodian shall be required to furnish the County a list of holdings on at least a monthly basis and safekeeping receipts or customer confirmations shall be issued for each transaction.

Selection of Broker/Dealers

The investment advisor shall select broker/dealers and shall notify the Treasurer of those firms approved for investment purposes. It shall be the policy of the County to purchase securities only from those authorized broker/dealers.

To be eligible as a broker/dealer, a firm must meet at least one of the following criteria:

1. Be recognized as a Primary Dealer by the Federal Reserve Bank of New York or have a Primary Dealer within its holding company structure,
2. Report voluntarily to the Federal Reserve Bank of New York,
3. Qualify under Securities and Exchange Commission (SEC) Rule 15c3-1 (Uniform Net Capital Rule).

Broker/dealers shall be selected on the basis of their expertise in public cash management and their ability to provide service to the County's account.

The County may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined above and comply with the Authorized and Suitable Investments section of this Policy.

Competitive Transactions

All investment transactions shall be executed competitively with authorized broker/dealers. Whenever possible, at least three broker/dealers shall be contacted for each transaction and their bid or offering prices shall be recorded. If the County is offered a security for which there is no other readily available competitive offering, quotations for comparable or alternative securities will be documented.

VIII. SUITABLE AND AUTHORIZED DEPOSITS

Consistent with NMSA §6-10-36(B), County funds may be deposited in non-interest-bearing checking accounts in one or more banks, savings and loan associations or credit unions designated as checking depositories and located within the geographical boundaries of the County to the extent the deposits are insured by an agency of the United States.

A. Fiscal Agent

A bank whose services are procured by the County Treasurer and the County Board of Finance shall act as the fiscal agent for the County and provide depository services for county operating cash needs. Agreements and contracts for banking services shall comply with New Mexico Procurement Code.

B. Security/Collateralization

Public money deposited with the fiscal agent bank, other banks, savings banks, and credit unions must be FDIC or NCUA insured, and shall comply with statutory collateral requirements for bank deposits governed by §6-10-16 through §6-10-20 NMSA 1978. Financial institutions with county deposits in excess of \$250,000 shall enter into a Collateral Security Agreement with the County Treasurer. These balances above the amount insured by FDIC or NCUA will be collateralized by the financial institution at 50% to 102% as determined by the most recent ~~NM~~New Mexico State Treasurer's Quarterly Collateral Requirements report. If the financial institution is not listed on this report, then the County Treasurer may determine the level of collateralization as outlined by New Mexico Administrative Code 2.60.4.9.

IX. SUITABLE AND AUTHORIZED INVESTMENTS

All investments will be made in accordance with New Mexico Statute 6-10-10 and Section 1 of Section 6-6-19 of NMSA 1978. The following list of authorized securities and transactions shall be strictly interpreted; any deviation from this list must be pre-approved by the Board.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the County's discretion. The portfolio will be brought back into compliance with Policy guidelines as soon as is practical.

This Policy further restricts the investment of County funds to the following types of securities and transactions.

A. Permanent Fund Portfolio:

- 1. U.S. Treasury Obligations** with maturities not exceeding ten years from the date of trade settlement.
- 2. Federal Agency and Instrumentality Securities** with maturities not exceeding ten years from the date of trade settlement. Subordinated agency and instrumentality debt may not be purchased.
- 3. Municipal Bonds, Notes or Negotiable Securities** with maturities not exceeding ten years from the date of trade settlement, issued by the state or a county, municipality or a school district that has a taxable value of real property for the last preceding year of at least one million dollars (\$1,000,000) and that has not defaulted in the payment of any interest or sinking fund obligation or failed to meet any bonds at maturity at any time within five years last preceding. The total amount invested in municipal securities shall not exceed a par value of five million dollars (\$5,000,000) per issuer, and the total amount invested in

municipal securities shall not exceed 10% of the market value of the portfolio.

4. **Corporate Bonds** with maturities not exceeding five years from the date of trade settlement. Such securities shall be denominated in United States currency and the securities must be rated at least AA- or the equivalent by a NRSRO at the time of purchase. The total amount invested in securities issued by the same corporation or related corporate affiliates shall not exceed five percent of the market value of the portfolio, and the aggregate amount invested in corporate bonds and commercial paper shall not exceed thirty percent (30%) of the market value of the portfolio. Purchases of corporate bonds may only be made with the recommendation of an investment advisor.
5. **Commercial Paper** with maturities not exceeding 270 days from the date of trade settlement. Such securities shall be denominated in United States currency and rated A1 or the equivalent by a NRSRO. The total amount invested in securities issued by the same corporation or related corporate affiliates shall not exceed five percent of the market value of the portfolio, and the aggregate amount invested in corporate bonds and commercial paper shall not exceed thirty percent (30%) of the market value of the portfolio. Purchases of commercial paper may only be made with the recommendation of an investment advisor.
6. **Asset-backed securities, mortgage-backed securities, collateralized mortgage obligations, and commercial mortgage-backed securities** with maturities not exceeding ten (10) years from the date of trade settlement. Such securities shall be denominated in United States currency and rated AAA by at least one NRSRO. The aggregate amount invested in these securities shall not exceed five percent (5%) of the market value of the portfolio. Purchases of asset-backed securities, mortgage-backed securities, collateralized mortgage obligations, and commercial mortgage-backed securities may only be made with the recommendation of an investment advisor.
7. **Shares of a diversified investment company** registered pursuant to the Federal Investment Company Act of 1940 ("Mutual Fund") that invests in fixed income securities or debt instruments that are listed in a nationally recognized, broad-market, fixed-income-securities market index; provided that the investment company or manager has total assets under management of at least one billion dollars (\$1,000,000,000.00) and provided that the Board may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments;
8. **Individual, common or collective trust funds** ("Trust Fund") of banks or trust companies that invest in fixed-income securities or debt instruments that are listed in a nationally recognized, broad-market, fixed-income-securities market index; provided that the investment company or manager has total assets under management of at least one billion dollars (\$1,000,000,000.00) and provided that

the Board may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments.

9. **Shares of pooled investment funds managed by the State Investment Officer**, as provided in Subsection G of Section 6-10-10 NMSA 1978; provided that the Board may allow reasonable administrative and investment expenses to be paid directly from the income or assets of these investments.

B. ~~Short-term Investment~~Operating Portfolio:

1. ~~United States Government~~**U.S. Treasury Obligations.** ~~Bonds or negotiable securities backed by the full faith and credit of the U.S. Government with maturities not exceeding one year from the date of trade settlement. May include:~~

- ~~• U.S. Treasury Bills~~
- ~~• U.S. Treasury Notes~~
- ~~• U.S. Treasury Bonds~~

2. ~~United States Government~~**Federal Agency and Instrumentality Securities Obligations.** ~~Securities that are issued by the United States government or by its agencies or instrumentalities, including government sponsored enterprises with maturities not exceeding one year from the date of trade settlement. Subordinated agency and instrumentality debt may not be purchased. Investments may include:~~

- ~~• Federal Home Loan Mortgage Corporation (Freddie Mac)~~
- ~~• Federal National Mortgage Association (Fannie Mae)~~
- ~~• Federal Farm Credit Bank (FFCB)~~
- ~~• Student Loan Marketing Association (Sallie Mae)~~
- ~~• Federal Home Loan Banks (FHLB)~~

3. **Federally Insured Obligations.** ~~Investment instruments that are FDIC insured up to \$250,000 increment per security with maturities not exceeding one year from the date of deposit.~~ Investments may include:

- Brokered certificates of deposit
- Certificate of deposits in account placement services
- Federally insured cash accounts

4. **Money Market Mutual Funds.** Shares of an open-ended diversified investment company registered pursuant to the Investment Company Act of 1940 that invests in fixed-income securities or debt instruments as specified in the statute.

5. **Local Government Investment Pool (LGIP).** Shares of pooled investments managed by the state investment officer, as provided for in Subsection E of NMSA § 6-8-7 NMSA 1978.

Formatted: Font: 12 pt, Bold

Formatted: Normal, Indent: Left: 0"

Formatted: Font: 12 pt

Formatted: Normal, Indent: Left: 0", Hanging: 0.32"

Formatted: Normal, No bullets or numbering

Formatted: Normal, Indent: Left: 0"

X. INVESTMENT PARAMETERS

A. Diversification

~~The Each~~ portfolio shall be diversified to reduce the risk of loss resulting from over allocation of assets in a specific issuer or class of securities. Investment maturities shall be staggered to avoid undue concentration of assets in a specific maturity sector. At all times, portfolio asset allocation and diversification shall comply with New Mexico State Statutes.

Authorized Investment Type	Diversification Limits	Additional Limitations
U.S. Obligations Treasury Obligations Government	100%	35% per issuer
U.S. Government Agency and Instrumentality Obligations Securities	100%	35% per issuer
Federally Insured Obligations	35%	FDIC or NCUA insured \$250,000 per issuer
Money Market Mutual Funds	60%	
LGIP	60%	
Commercial Paper	35 30%	5% per issuer
Repurchase — Agreements Corporate Bonds	40 30%	5% per issuer
Municipal Securities	35 10%	5% \$5 million per issuer
Asset Backed Securities	5%	
Local Bank Deposit Accounts	60%	5% per issuer

B. Maturity Limits

~~The portfolio shall spread maturities~~ Maturities shall be diversified to mitigate interest rate risk. Additionally, ~~maturities the Operating Portfolio are shall be~~ structured so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since not all possible cash demands can be anticipated, the portfolio shall consist largely of securities with active secondary or resale markets (dynamic liquidity).

XI. REPORTING

A. Reporting

Monthly, the Treasurer shall submit to the Board a report listing the investments held by the County, the current market value of the investments and performance results. The report shall include a summary of investment earnings during the period.

B. Performance Benchmarks

The investment portfolios shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The Treasurer shall establish appropriate benchmarks for the portfolio and performance shall be compared on a periodic basis. When comparing the performance of the investment portfolio, all fees involved with managing it shall be included in the computation of its rate of return net of fees

XII. INVESTMENT COMMITTEE

A. Investment Committee

The County has established a Permanent Fund Investment Committee that consists of the Treasurer, County Manager, County Finance Director, and two members of the Board. The Committee shall meet periodically to review and monitor the County's investment program and performance results.

B. Investment Policy Review

This Policy shall be reviewed annually by the Investment Committee and formally adopted by the Board at least once every two years. Any recommended changes must be approved by a majority vote of the Board. In the event New Mexico State Statutes are legally changed to allow other securities for investment by the County, this Policy may be amended to include those securities as appropriate with the approval of the Board.

AGENDA ITEM: 5

Resolution R-23-018
Approving County to "Pickup"
PERA Statutory contribution Rate
Increase

MEETING DATE: June 22, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

Chaves County Resolution R-23-018 proposes Chaves County to "pickup" the .50% PERA contribution rate increase for employees as approved in the interim budget for fiscal year 2023-2024 on May 18, 2023.

Staff recommends approval of Resolution R-23-018.

SUPPORT DOCUMENTS: Resolution R-23-018

SUMMARY BY: Emma Dominguez

TITLE: Human Resources Director

RESOLUTION R-23-018
AUTHORIZING CHAVES COUNTY TO “PICKUP” PERA STATUTORY EMPLOYEE
CONTRIBUTION RATE INCREASE

WHEREAS, Chaves County Ordinance #8, the Chaves County Personnel Policy requires approval by resolution of the Chaves County Commission for certain personnel changes, and

WHEREAS, the interim budget for fiscal year 2023-2024 was approved at the May 18, 2023 Commission meeting which included the newly increased Public Employees Retirement Association of New Mexico (PERA) employee contribution rate; and

WHEREAS, PERA SB72 was passed and increased the statutory employee contribution rate by .50% and increased the statutory employer contribution rate by .50% for employees who earn more than \$25,000 in annual salary, and

WHEREAS, Chaves County desires to “pickup” the .50% on behalf of Chaves County Employees for both Municipal Plan 4 and Police Plan 5, and;

WHEREAS, Chaves County “picked-up” the .50% PERA employee increase for Sheriff’s Deputies and Sergeants, in the Collective Bargaining Contract and;

WHEREAS, PERA SB72 was passed and increased the statutory employer contribution rate by .50%, and;

WHEREAS, Chaves County employer contribution rate for Municipal Plan 4 will increase from 16.80% to 17.80% and Chaves County employer contribution rate for Police Plan 5 has increased from 23.65% to 24.65%, and

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that Chaves County “pickup” the new increased PERA statutory employee contribution rate of 1.0%, be approved effective July 1, 2023.

DONE this 22nd day of June 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell, Vice-Chairman

Dara Dana, Member

Michael J. Perry, Member

Richard C. Taylor, Member

ATTEST:

Cindy Fuller
County Clerk

AGENDA ITEM: 6

Resolution R-23-019
Approving Changes to Personnel
Charts

MEETING DATE: June 22, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Emma Dominguez

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This resolution incorporates the increase of Detention Chart E, the removal of 4 Detention Officer Positions, the addition of 4 Detention Clerk Positions, adding the Administration Lieutenant position to Chart E, using 10 Detention Officer positions as Part-Time positions, and the salary increase for the Planning & Zoning Director and Chief Financial Officer as approved in the interim budget for fiscal year 2023-2024 on May 18, 2023.

Staff recommends approval of Resolution R-23-019.

SUPPORT DOCUMENTS: Resolution R-23-019
Personnel Charts, Administration Lieutenant Position Summary

SUMMARY BY: Emma Dominguez

TITLE: Human Resources Director

RESOLUTION R-23-019
APPROVING CHANGES TO PERSONNEL CHARTS

WHEREAS, Chaves County Ordinance #8, the Chaves County Personnel Policy requires approval by resolution of the Chaves County Commission for certain personnel changes, and

WHEREAS, the interim budget for fiscal year 2023-2024 was approved at the May 18, 2023 Commission meeting which included increasing Chart E, position changes, and salary increases and;

WHEREAS, the following Chart has been increased, Detention Wage Schedule Chart E and;

WHEREAS, the following positions has been removed: 4 Detention Officer Positions from Chart A-1 and;

WHEREAS, the following positions have been added: four (4) Detention Clerk positions and one (1) Administration Lieutenant to Chart E and Chart A-1 and;

WHEREAS, the following positions have been changed: ten (10) Detention Officer positions have been changed from Full-Time to Part-Time, and;

WHEREAS, the Budget also included an increase for the Chief Financial Officer and Planning & Zoning Director, and;

WHEREAS, Personnel Charts have been modified accordingly.

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that the Personnel Charts reflect changes listed above effective July 10, 2023.

DONE this 22nd day of June 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell, Vice-Chairman

Dara Dana, Member

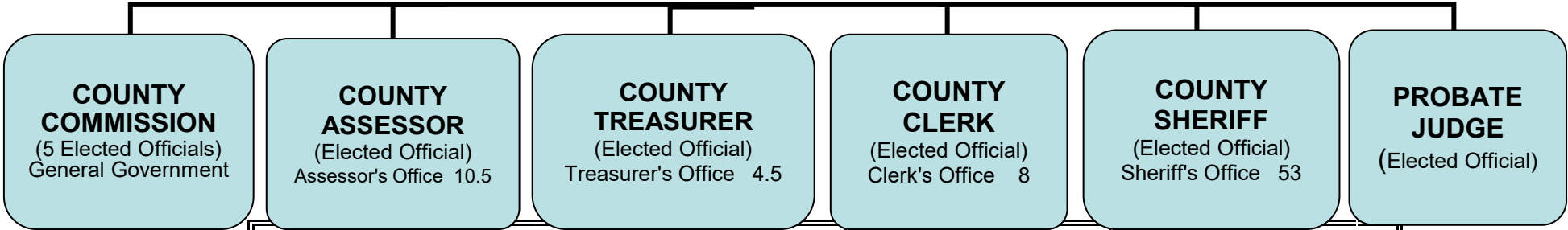
Michael J. Perry, Member

Richard C. Taylor, Member

ATTEST:

Cindy Fuller
County Clerk

CHART A
 CHAVES COUNTY GOVERNMENT
 ORGANIZATIONAL STRUCTURE &
 MANPOWER ALLOCATION
FY 23-24
EFFECTIVE 07/10/2023



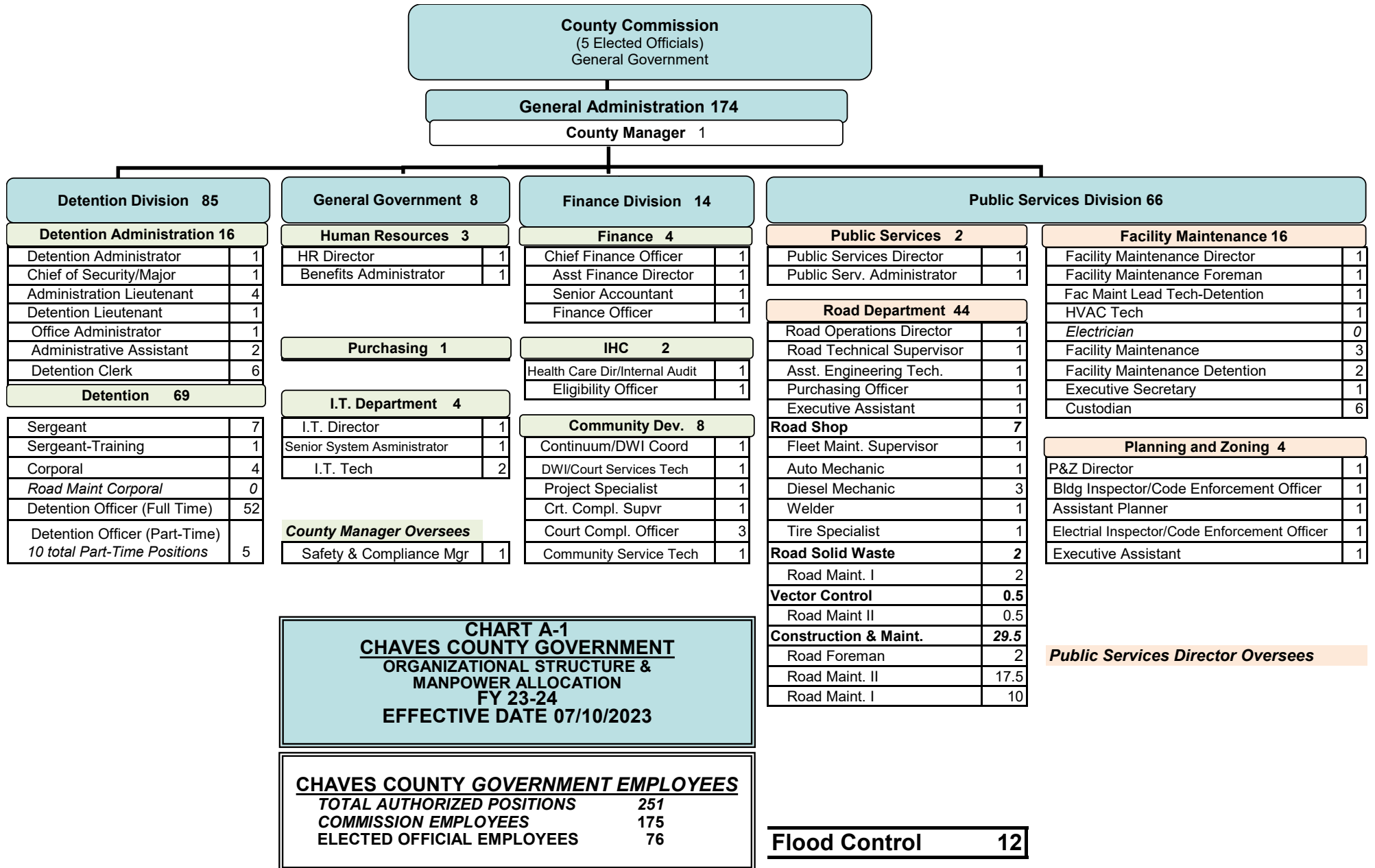
Chief Deputy	1
Administration	5.5
Deputy Assessor	3.5
Assessors Office Administrator	1
GIS Parcel Mapper	1
Property Appraisal	4
Chief Appraiser	1
Appraiser	3

Chief Deputy	1
Senior Accountant	1
Deputy Treasurer	2.5

Chief Deputy	1
B.O.E. Chief	1
B.O.E. Deputy	1
Recording & Filing	1
Probate Clerk Deputy	1
Deputy Clerk	3

Chief Deputy	1
Administration	14
Sheriff's Administrator	1
Lieutenant	4
Sheriff Clerk	4
Animal Control Ofc.	2
Civil Process Server	1
Civil Records Assistant	1
Evidence Custodian	1
Patrol/Investigation	38
Sergeant	4
Deputy Patrol	17
Deputy SRO	2
Desk Deputy	1
CID	4
Narcotics	2
Court Security/Transports	6
Civil	2

Total Elected Officials 10			
Commissioners	5	Probate Judge	1
Sheriff	1	Assessor	1
Clerk	1	Treasurer	1
Chaves County Government Employees			
Total Authorized Positions		251	
Commission Employees		175	
Elected Official Employees		76	



**CHART A-1
CHAVES COUNTY GOVERNMENT
ORGANIZATIONAL STRUCTURE &
MANPOWER ALLOCATION
FY 23-24
EFFECTIVE DATE 07/10/2023**

CHAVES COUNTY GOVERNMENT EMPLOYEES	
TOTAL AUTHORIZED POSITIONS	251
COMMISSION EMPLOYEES	175
ELECTED OFFICIAL EMPLOYEES	76

**CHAVES COUNTY
DETENTION WAGE SCHEDULE
CHART E**

EFFECTIVE DATE: July 10, 2023

Level (DA) CHIEF OF SECURITY/MAJOR (Exempt)	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	ANNUAL	57,366	59,363	61,339	63,315	65,312	67,309	69,285	71,261	73,258	75,254
BI-WEEKLY	2,206.40	2,283.20	2,359.20	2,435.20	2,512.00	2,588.80	2,664.80	2,740.80	2,817.60	2,894.40	
HOURLY	27.58	28.54	29.49	30.44	31.40	32.36	33.31	34.26	35.22	36.18	

Level (DL) LIEUTENANT, ADMIN. LIEUTENANT (Exempt)	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
	ANNUAL	48,797	50,336	51,854	53,373	54,891	56,430	57,907	59,426	60,986	62,462
BI-WEEKLY	1,876.80	1,936.00	1,994.40	2,052.80	2,111.20	2,170.40	2,227.20	2,285.60	2,345.60	2,402.40	
HOURLY	23.46	24.20	24.93	25.66	26.39	27.13	27.84	28.57	29.32	30.03	

Level (DS) SERGEANT, SERGEANT TRAINER	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	ANNUAL	39,042	40,290	41,538	42,786	44,034	45,282	46,530	47,778	49,026	50,274	51,522	52,770	54,018	55,266	56,514
BI-WEEKLY	1,501.60	1,549.60	1,597.60	1,645.60	1,693.60	1,741.60	1,789.60	1,837.60	1,885.60	1,933.60	1,981.60	2,029.60	2,077.60	2,125.60	2,173.60	
HOURLY	18.77	19.37	19.97	20.57	21.17	21.77	22.37	22.97	23.57	24.17	24.77	25.37	25.97	26.57	27.17	

Level (DC, RMC) CORPORAL, ROAD MAINT. DET. CORPORAL	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	ANNUAL	36,691	37,939	39,187	40,435	41,683	42,931	44,179	45,427	46,675	47,923	49,171	50,419	51,667	52,915	54,163
BI-WEEKLY	1,411.20	1,459.20	1,507.20	1,555.20	1,603.20	1,651.20	1,699.20	1,747.20	1,795.20	1,843.20	1,891.20	1,939.20	1,987.20	2,035.20	2,083.20	
HOURLY	17.64	18.24	18.84	19.44	20.04	20.64	21.24	21.84	22.44	23.04	23.64	24.24	24.84	25.44	26.04	

Level (DO, RMDO) OFFICER, ROAD MAINT. DET. OFFICER	Pay Type	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
	ANNUAL	35,360	36,608	37,856	39,104	40,352	41,600	42,848	44,096	45,344	46,592	47,840	49,088	50,336	51,584	52,832
BI-WEEKLY	1,360.00	1,408.00	1,456.00	1,504.00	1,552.00	1,600.00	1,648.00	1,696.00	1,744.00	1,792.00	1,840.00	1,888.00	1,936.00	1,984.00	2,032.00	
HOURLY	17.00	17.60	18.20	18.80	19.40	20.00	20.60	21.20	21.80	22.40	23.00	23.60	24.20	24.80	25.40	

Note: All promotions move up the chart to the proper level to a step with a rate no less than the previous compensation amount. Demotions move straight down. Pay increases annually moving forward a step. Note these figures are rounded.
Lieutenant positions and Chief of Security/Major are Exempt.

POSITION SPECIFICATION SUMMARY

POSITION TITLE: Administration Lieutenant
DIVISION: Detention Center
DEPARTMENT: Adult Detention Center
REPORTS TO: Detention Administrator
FLSA STATUS: Exempt

Approved: _____

Commissioner

Date: _____

POSITION SUMMARY

The Administration Lieutenant provides assistance to the Detention Administrator and Chief of Security/Major and is responsible for the day-to-day administrative operations of the facility assigned. The Administration Lieutenant represents Chaves County Detention in a variety of professional and public circumstances. The Administration Lieutenant is responsible for overseeing the classification of inmates and compliance with all applicable detention standards; federal, state, and local law. Serve as main point of contact for Public Defender and District Attorneys. Coordinate with Detention Clerks to ensure detainee records are up to date and assist with reporting.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include but are not limited to:

- Assisting Detention Administrator or designee in the development and application of smooth and consistently managed operation.
- Assist with communication between the courts and the Detention Administrator.
- Assisting in planning, implementation and direction in the use of management information systems within the facility to identify the needs of the facility, inmates, and employees.
- Responsibility for the physical plant, operational procedures, and programs and the assurance that they are in compliance with federal, state, and local minimum standards and laws.
- Interviewing, selection, and training of employees.
- Planning, assigning, directing and scheduling of work.
- Progressive discipline of employees.
- Ensuring that accurate records of inmate incarceration, property, cell assignment, inspections, movements, mail, and visitation are maintained.
- Assisting Detention Administrator in performing support services such as reviewing and monitoring contracts, facility maintenance, medical, and food services.
- May be assigned to supervise other operational functions, such as classification, alternative sentencing programs, security threat groups, and Court Services and Offender Supervision.
- Scheduling and coordinating with Public Defender, District Attorney, or other legal representation for client visitation.
- May be required to assist Detention Administrator in making written recommendations regarding the facility budget.
- Oversees p-card purchases and reconciliation, as well as travel voucher preparation for assigned staff.
- This is an exempt position and the employee must work the required number of hours to perform duties without overtime compensation.
- Following chain of command.
- Performing all other duties as assigned.

SUPERVISORY CONTROLS

- This position performs under the general supervision of the Detention Administrator or assigned supervisor. The employee uses own initiative and judgment to perform work in an independent and timely manner in accordance with precedents and established policies and procedures.
- Provides close supervision of all security and administrative personnel.

QUALIFICATIONS

- **Education/Training/ Experience:** High school diploma or G.E.D.; 18 years of age and no felony convictions. Six (6) years work experience in security/administration related position.
- **Experience Substitution:** Four (4) years of college substitutes for four years work experience.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record. No DWI conviction within the past three (3) years.
- **Desirable Qualifications:** Bachelor's degree in Criminal Justice or related field. Bilingual in Spanish/English. Six years experience in correctional work or a related field. Three years of general supervisory experience. Complete knowledge of latest detention philosophy and techniques.
- **Other.** Post offer Drug Analysis Test and/or pre-employment physical. Driver's license, Employment and criminal Background Investigation.

OTHER REQUIREMENTS

Ability to read, write, and understand written and oral instructions in English; must have working knowledge of computers and Microsoft Office; interact with occupants of the County buildings in a professional and friendly manner. Work independently using good judgment and decision making skills; work well with ever changing priorities and/or situations. Employee must know and understand County Personnel Policy as well as all County and departmental policies pertinent to the position. This position may require some out-of-town travel for training. Must be able to maintain an acceptable attendance record, be punctual and meet established deadlines.

Must be competent in all duties required of a detention officer. Must have ability to deal with situations requiring tact and understanding and exercise good judgment when needed. Must remain alert at all times and be able to react quickly in an emergency situation. Must know safety and security measures for dealing with and transporting inmates. Must be able to maintain control of aggressive detainees and utilize all use of force options. Must have ability to interact with inmates, supervisors, and staff members in a friendly manner. Must have the ability to work with a diverse population. Must be able to write intelligibly and complete reports. Must be able to communicate effectively, both verbally and in writing, including using computers and electronic equipment. Must be able to work with minimum supervision and be self motivated. Must be knowledgeable and proficient in first aid and two-way radio. Must have working knowledge of federal, state, county and departmental laws and policies pertinent to the position and have demonstrated skill in use of equipment utilized by the facility, as well as CYFD regulations and procedures regarding juveniles. Must be able to direct subordinates in the operation of the facility and maintain a good working relationship with all detention personnel and the detainee population. Must possess the ability to write clear, concise reports. Must understand the principles and practices of modern detention and protective care methods. Must have a thorough understanding of court rulings and federal, state and local minimum detention standards. Must demonstrate sufficient and adequate mental and emotional stability in order to meet the rigors of a supervisory position.

Safety requirements: This position must comply with all safety guidelines of Chaves County and Chaves County Detention.

Physical demands: This position requires a variety of physical activities, generally involving muscular strain, such as walking, standing, stooping, sitting, reaching, etc. Talking, hearing and seeing essential to the performance of the job. Common eye, hand, finger dexterity exist. Mental application utilizes memory for details, verbal instructions, discriminating thinking. Frequent local travel required in normal in course of job performance. Strength of arms, hands, legs, and back required in the performance of essential functions.

Must be able to “buddy carry” an inmate in case of emergency. Must be able to assist disabled inmates in showering and other personal needs. Must be able to lift up to sixty (60) pounds from ground to waist level approximately twice daily. Must be able to stand and walk up to six (6) hours at one time and twelve (12) hours per day if held for overtime. Must be able to sit for up to four (4) hours at one time. Must be able to climb and descend stairs. Must be able to crouch and kneel for up to five (5) minutes at one time and one-half hour total per day. Must be able to bend at the waist for up to five (5) minutes at one time, and one-half hour total per day. Must be able to carry approximately ten (10) pounds on belted waist all day. Must be able to push/pull a disabled inmate in a wheelchair. Must be able to work with arms extended or bent for up to eight (8) hours at one time.

Work environment: Exposure to weather, dust, fumes, electrical currents, machine noises, and hazards of detention. Occasionally exposed to high work places and confined places, volatile materials, toxic materials. Worker will be exposed to poor ventilation due to enclosed conditions. Will be exposed to unpleasant odors resulting from poor personal hygiene of inmates. Worker performs duties alone and as part of a team. Worker hazards include being constantly subject to injury, death, or hostage situation; exposed at times to infectious diseases carried by inmates; constant high level of mental and emotional stress.

EMPLOYEE ACKNOWLEDGEMENT

I have read my Job Description and understand my assigned responsibilities, and have been given a copy of this Job Description. I certify by my signature below that I understand the demands and expectations of the position and to the best of my knowledge I am able to perform the essential functions of this Job Description.

Accepted by: _____
Employee

Date

Item # 7

Resolution # R-23-020 Creation of Absent Voter Precinct

Meeting Date: June 22, 2023

STAFF SUMMARY

REQUESTED BY: Cindy Fuller

ACTION REQUIRED: Approve Resolution # R-23-020

SUMMARY:

NM Statutes 1-6-20 and 1-6-22 call for the creation of an absent voter precinct, and designation of the absent voter precinct polling place.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-23-020

Submitted by: Cindy Fuller
Title: County Clerk

CHAVES COUNTY
Resolution Number R-23-020

**A Resolution Creating the Absent Voter Precinct and Designating the Absent Voter
Precinct Polling Place**

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-6-20, requires that the Board of County Commissioners shall, by resolution, create, for absent voting purposes only, an absent voter precinct for each county, and that voter precinct shall be identified by the name of the county; and

WHEREAS, Section 1-6-22, NMSA 1978, states that the Board of County Commissioners shall also designate a polling place in each absent voter precinct at the time the precinct is created; and

WHEREAS, the NMSA 1978, Section 1-6-23, states that the county clerk of the election shall determine the hours between 8:00 am and 5:00 pm during which the absent voter precinct polling place shall be open for delivery and registering of absentee ballots on the five days preceding election day and the hours during which the absent voter precinct polling place shall be open for the delivery, registering, and counting of ballots on election day and subsequent days until all ballots are counted, provided that the absent voter precinct polling place opens at 7:00 am on election day.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners creates the Absent Voter Precinct and designates the Absent Voter Precinct Polling Place as follows:

Chaves County Clerk's Office at #1 St. Mary's Place, Suite 110, Roswell, NM 88203, during regular business hours and from 7:00 am – 7:00 pm on Election Day.

DONE this 22nd day of June 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

Dara Dana, Member

Michael Perry, Member

Richard C. Taylor, Member

ATTEST:

Cindy Fuller
County Clerk

Item # 8

Resolution # R-23-021 Designating the Polling
Places for the 2023 Local Election

Meeting Date: June 22, 2023

STAFF SUMMARY

REQUESTED BY: Cindy Fuller

ACTION REQUIRED: Approve Resolution # R-23-021

SUMMARY:

12 Polling Locations were approved by Resolution #R-21-027. The City of Roswell opted-in to participate in Local Elections, beginning with the 2023 RLE. There are currently no polling locations in Ward 4 for the City of Roswell. This Resolution is to add Sierra Middle School as a polling location for the November 2023 Regular Local Election.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-23-021
Voting Convenience Center Map

Submitted by: Cindy Fuller
Title: County Clerk

CHAVES COUNTY
Resolution Number R-23-021

**A Resolution Designating the Polling Places
for the 2023 Regular Local Election**

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2, requires that, for the conduct of any statewide election, during the period beginning January 1 of the next succeeding even-numbered year until December 31 of the odd-numbered year thereafter, in June or July of each odd-numbered year, the Board of County Commissioners shall, by resolution, designate the voting convenience centers that shall provide individuals with physical mobility limitations unobstructed access to at least one voting machine; consolidate any precincts pursuant to Section 1-3-4 NMSA 1978; designate any mail ballot election precincts pursuant to Section 1-6-22.1 NMSA 1978; and shall create additional voter convenience centers in existing precincts pursuant to Section 1-3-7.1 NMSA 1978. In addition, all voting convenience centers shall meet the requirements of Subsections B and C of Section 1-3-4 NMSA 1978 and will be available to voters of any precinct in the county to cast a vote at the Voting Convenience Center; and

WHEREAS, on June 17th, 2021, the Board of County Commissioners approved Resolution R-21-027 Designating Polling Places for the 2023 Regular Local Election, and the 2022 Primary and General Elections. Sierra Middle School has been added as a polling location for the 2023 Regular Local Election and is incorporated in this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designate the polling locations for the 2023 Regular Local Election as follows:

Voting Convenience Centers (VCC)

(All voters in Chaves County may vote at these locations, regardless of where they live)

<u>Precinct Numbers</u>	<u>Location & Address</u>
1,2,7,10,46	Roswell Mall 4501 N. Main, Roswell, NM
3,4,5,6,8,40,41	Central Church of the Nazarene 901 E. Country Club, Roswell, NM
9,11,16,17,18	West Country Club Church of Christ 700 W. Country Club, Roswell, NM
42,43,51,52,61	Roswell Boys and Girls Club 201 S Garden, Roswell, NM
14,15,22,24,25	Roswell Museum and Art Center 100 W. 11th, Roswell, NM
12,13,20,21	New Mexico Game and Fish 1615 W. College, Roswell, NM
34,62,64,81,82 83,84,85	Chaves County Clerk's Office, Area D #1 St. Mary's Place, Roswell, NM

23,31,32,33,35,36	Sierra Middle School 615 S. Sycamore, Roswell, NM
63,90,91,92,93 94,95	Church on the Move 901 W. Brasher, Roswell, NM
45,71,72,73,74	East Grand Plains Elementary School 3773 East Grand Plains Rd., Roswell, NM
47,101,105	Dexter Central Office 100 N. Lincoln, Dexter, NM
102,106	Hagerman Joy Center 503 E. Argyle, Hagerman, NM
103	Lake Arthur Schools 700 W. Broadway, Lake Arthur, NM

Mail Ballot Election Precincts:
(Precincts having fewer than 100 voters may have their ballot mailed to them 28 days before the election; they may also opt out of receiving a ballot and vote at a VCC on Election day)

Precinct 44
Precinct 104

DONE this 22nd day of June 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

Dara Dana, Member

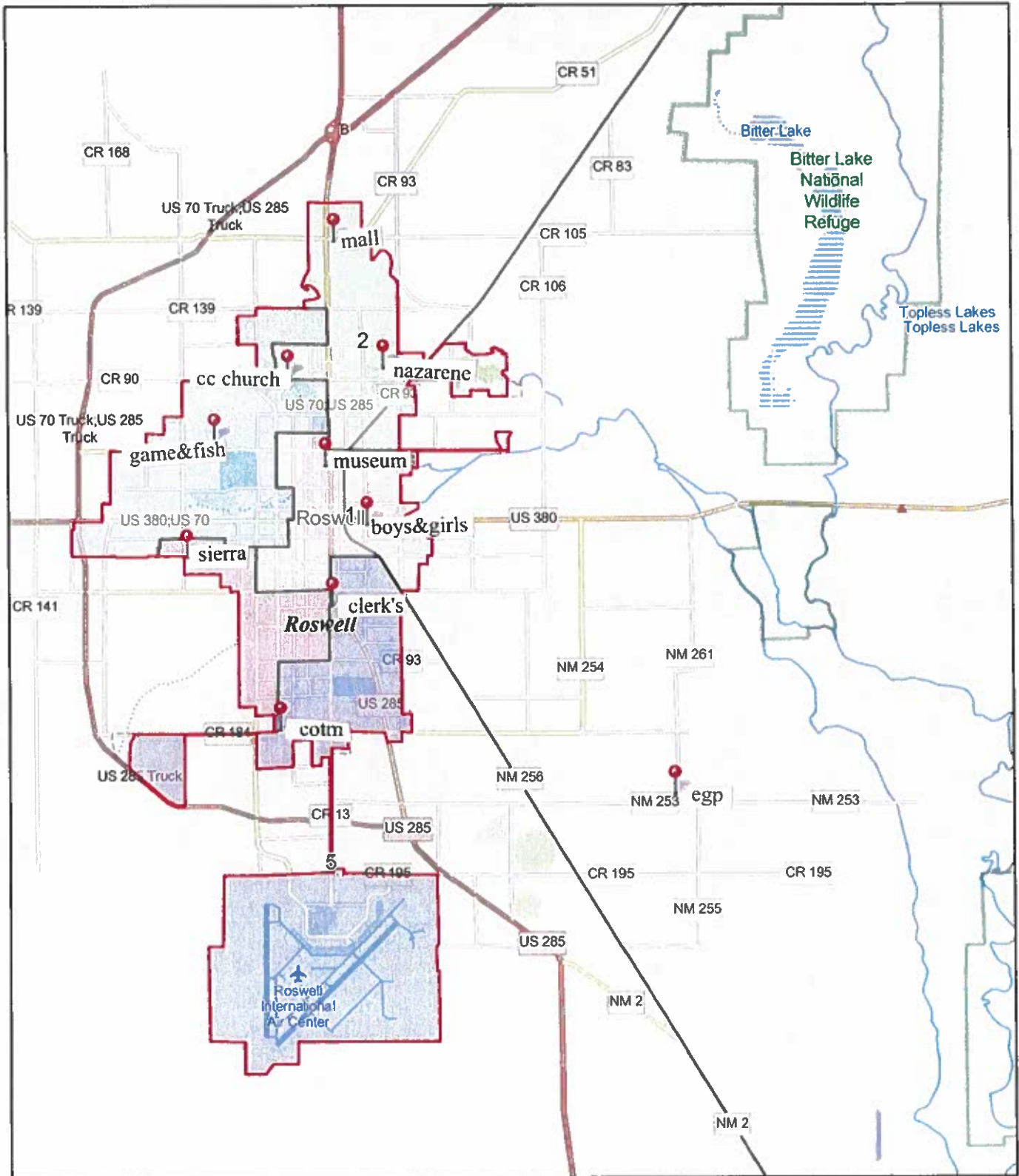
Michael Perry, Member

Richard C. Taylor, Member

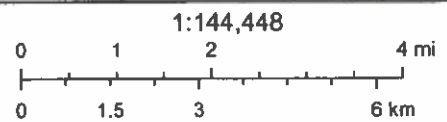
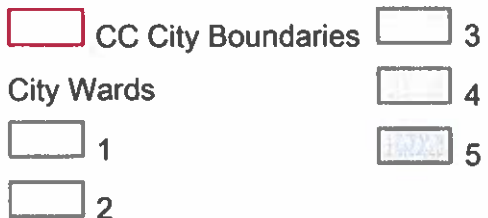
ATTEST:

Cindy Fuller
County Clerk

2023/2024/2025 Polling Locations

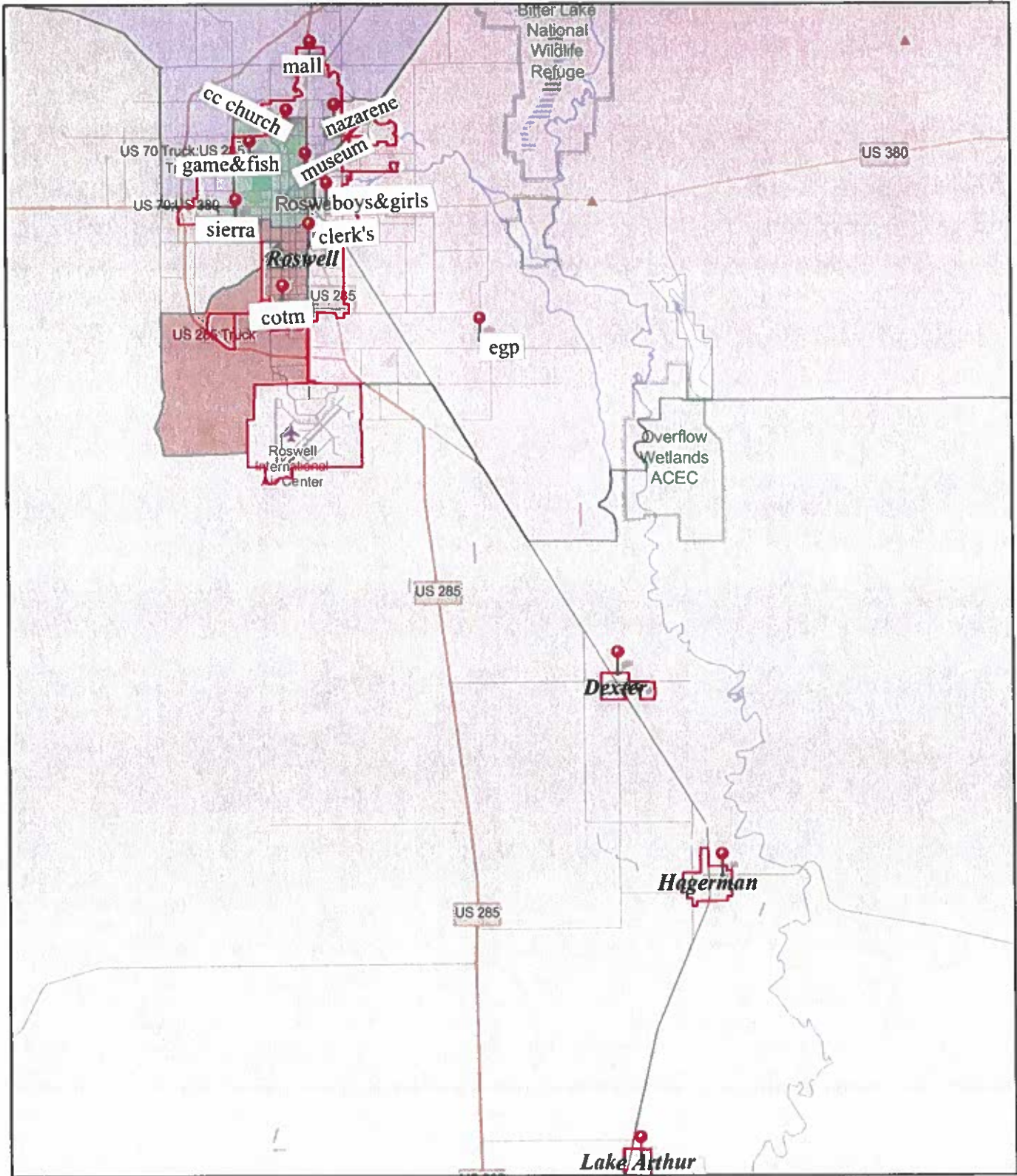


4/19/2023, 4:48:30 PM



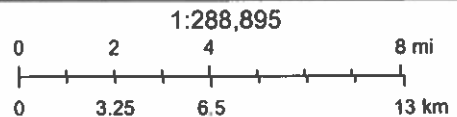
Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates. Esri Community Maps contributors, Map layer by Esri

2023/2024/2025 Polling Locations



4/19/2023, 4:52:14 PM

- CC City Boundaries
- Chaves Commission District 4
- 1
- 2
- 3
- 5



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

Item # 9

Resolution # R-23-022 Designating the Polling
Places for the 2024 Primary and General Elections
and the 2025 Regular Local Election

Meeting Date: June 22, 2023

STAFF SUMMARY

REQUESTED BY: Cindy Fuller

ACTION REQUIRED: Approve Resolution # R-23-022

SUMMARY:

NMSA, Section 1-3-2, requires that for the conduct of any statewide election, in June or July of the odd-numbered year, the Board of County Commissioners shall, by resolution, designate polling places and find that those precincts that are consolidated meet the requirements of NMSA 1978, Section 1-3-4.

The following thirteen (13) voting convenience centers are being presented for approval for the 2024 Primary and General Elections and the 2025 Regular Local Election in Chaves County. The VCC's will be available to voters of any precinct in the county and will make voting more convenient and accessible to voters. They are as centrally located as possible within the county, with each VCC location providing individuals with physical mobility limitations unobstructed access to at least one voting machine.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-23-022
Voting Convenience Center Map

Submitted by: Cindy Fuller
Title: County Clerk

CHAVES COUNTY
Resolution Number R-23-022

**A Resolution Designating the Polling Places
for the 2024 Primary and General Elections and the 2025 Regular Local Election**

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2, requires that, for the conduct of any statewide election, during the period beginning January 1 of the next succeeding even-numbered year until December 31 of the odd-numbered year thereafter, in June or July of each odd-numbered year, the Board of County Commissioners shall, by resolution, designate the voting convenience centers that shall provide individuals with physical mobility limitations unobstructed access to at least one voting machine; consolidate any precincts pursuant to Section 1-3-4 NMSA 1978; designate any mail ballot election precincts pursuant to Section 1-6-22.1 NMSA 1978; and shall create additional voter convenience centers in existing precincts pursuant to Section 1-3-7.1 NMSA 1978. In addition, all voting convenience centers shall meet the requirements of Subsections B and C of Section 1-3-4 NMSA 1978 and will be available to voters of any precinct in the county to cast a vote at the Voting Convenience Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designate the polling locations for the 2024 Primary and General Elections and the 2025 Regular Local Election as follows:

Voting Convenience Centers (VCC)

(All voters in Chaves County may vote at these locations, regardless of where they live)

<u>Precinct Numbers</u>	<u>Location & Address</u>
1,2,7,10,44,46	Roswell Mall 4501 N. Main, Roswell, NM
3,4,5,6,8,40,41	Central Church of the Nazarene 901 E. Country Club, Roswell, NM
9,11,16,17,18	West Country Club Church of Christ 700 W. Country Club, Roswell, NM
42,43,51,52,61	Roswell Boys and Girls Club 201 S Garden, Roswell, NM
14,15,22,24,25	Roswell Museum and Art Center 100 W. 11th, Roswell, NM
12,13,20,21	New Mexico Game and Fish 1615 W. College, Roswell, NM
34,62,64,81,82 83,84,85	Chaves County Clerk's Office, Area D #1 St. Mary's Place, Roswell, NM
23,31,32,33,35,36	Sierra Middle School 615 S. Sycamore, Roswell, NM

63,90,91,92,93
94,95

Church on the Move
901 W. Brasher, Roswell, NM

45,71,72,73,74

East Grand Plains Elementary School
3773 East Grand Plains Rd., Roswell, NM

47,101,105

Dexter Central Office
100 N. Lincoln, Dexter, NM

102,106

Hagerman Joy Center
503 E. Argyle, Hagerman, NM

103,104

Lake Arthur Schools
700 W. Broadway, Lake Arthur, NM

DONE this 22nd day of June 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

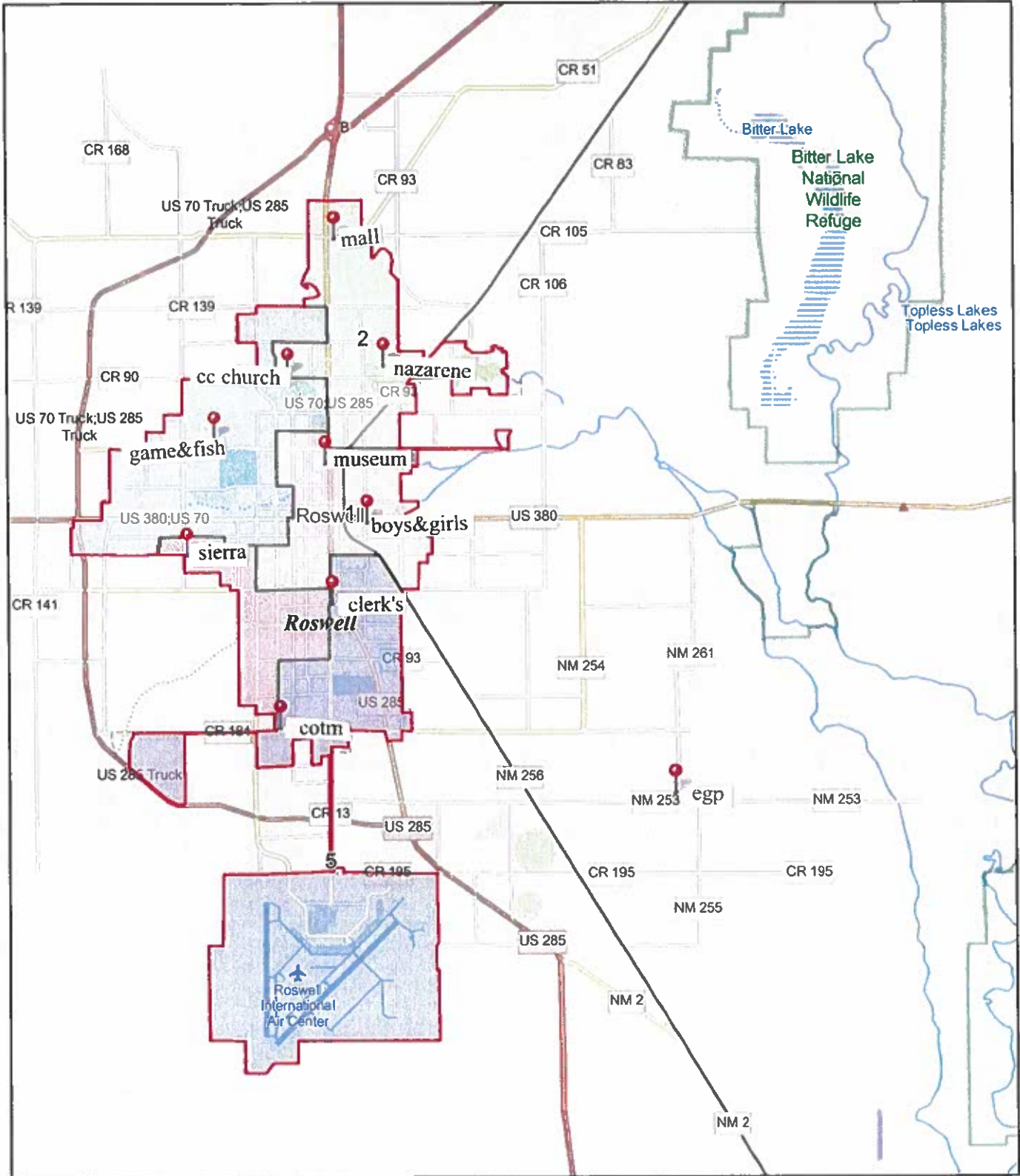
Dara Dana, Member

Michael Perry, Member

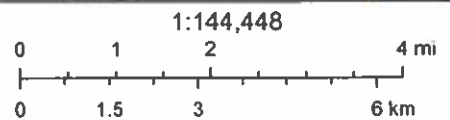
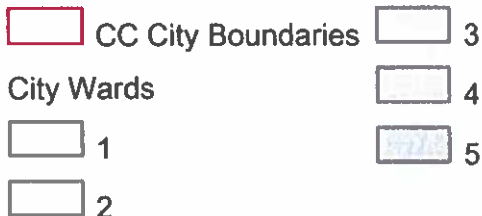
Cindy Fuller
County Clerk

Richard C. Taylor, Member

2023/2024/2025 Polling Locations

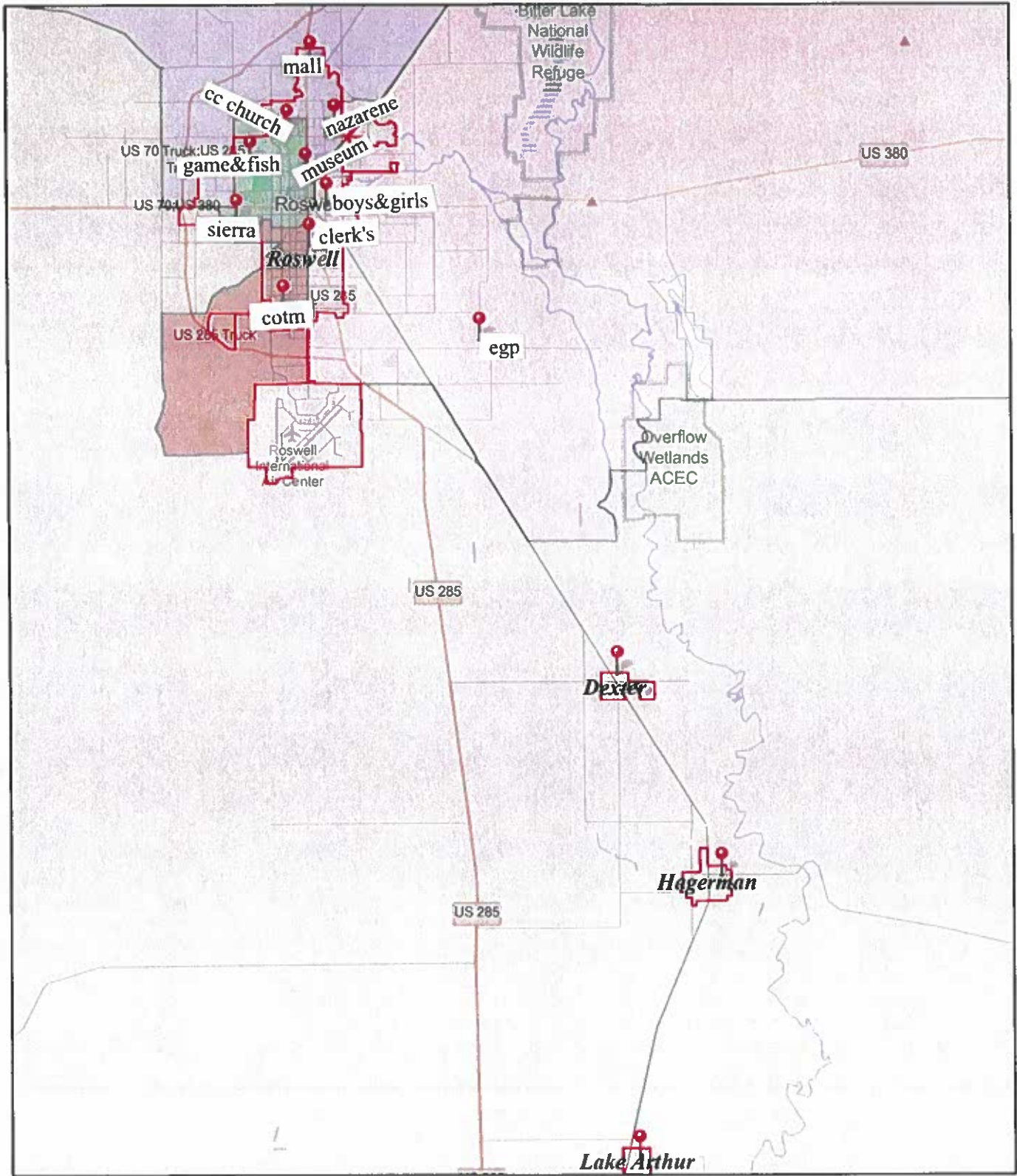


4/19/2023, 4:48:30 PM



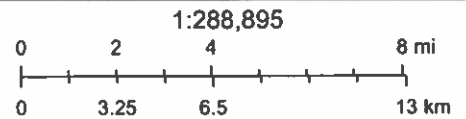
Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates, Esri Community Maps contributors, Map layer by Esri

2023/2024/2025 Polling Locations



4/19/2023, 4:52:14 PM

- CC City Boundaries
- 1
- 2
- 3
- 4
- 5



Map data © OpenStreetMap contributors, Microsoft, Facebook, Inc. and its affiliates. Esri Community Maps contributors, Map layer by Esri

Item # 10

Resolution # R-23-023 Appointment to the County Board of Registration

Meeting Date: June 22, 2023

STAFF SUMMARY

REQUESTED BY: Cindy Fuller

ACTION REQUIRED: Approve Resolution # R-23-023

SUMMARY:

In accordance with State Statute, NMSA 1-4-34, the Board of County Commissioners shall, in June or July of each odd-numbered year, appoint five (5) voters who shall constitute the Board of Registration for the County. Not more than two (2) members of the Board shall be members of the same political party.

NMSA 1-4-37 state that the term of each Board member will be from July 1 of an odd-numbered year (2023) until June 30 of the next succeeding odd-numbered year (2025). The following names are being presented for appointment: Dave Kunko, Dorothy Hellums, Sarah McArthur, Daniel Johnson, and Rita Kane.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-23-023

Submitted by: Cindy Fuller
Title: County Clerk

CHAVES COUNTY
Resolution Number R-23-023

Appointment to the Chaves County Board of Registration

WHEREAS, pursuant to section 1-4-34, NMSA 1978, the Chaves County Board of Commissioners shall, in June or July of each odd-numbered year, appoint five voters who shall constitute the board of registration for the county, of which only two can be from the same party. NMSA 1978, section 1-4-37 states that the term of each board member will be from July 1 of an odd-numbered year until June 30 of the next succeeding odd-numbered year; and

WHEREAS, the county proposes that the Board of Registration be the following: Dave Kunko, Dorothy Hellums, Sarah McArthur, Daniel Johnson, and Rita Kate.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners that Dave Kunko, Dorothy Hellums, Sarah McArthur, Daniel Johnson, and Rita Kane are hereby appointed as members of the Chaves County Board of Registration.

DONE this 22nd day of June 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

Dara Dana, Member

Michael Perry, Member

Richard C. Taylor, Member

ATTEST:

Cindy Fuller
County Clerk

AGENDA ITEM: 11

Resolution R-23-024
Joining the
Multiple Use Alliance

MEETING DATE: June 22, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This resolution declares the intent of Chaves County to Join the Multiple Use Alliance. This Alliance consists of likeminded counties, soil and water conservation districts, farmers, ranchers, and others, across the west, who strongly oppose the many governmental agencies whose regulations, and actions, are removing lands from private ownership, and reducing multiple beneficial use of public lands.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-23-024

SUMMARY BY: William B. Williams

TITLE: County Manager

RESOLUTION R-23-024

JOINING THE MULTIPLE USE ALLIANCE

WHEREAS, on January 27, 2021, President Joseph R. Biden, Jr., issued Executive Order 14008 entitled Tackling the Climate Crisis at Home and Aboard (86 Fed. Reg. 7,619); and

WHEREAS, in Section 216 of Executive Order 14008, President Biden directed the Secretary of the Interior, in consultation with the Secretary of Agriculture and other senior officials, to develop a program to conserve at least 30 percent of the lands and waters in the United States by 2030, which is called the "30 x 30" program, and more recently the "America the Beautiful" program; and

WHEREAS, since executive order 14008 was issued the Department of the Interior, Department of Agriculture, Department of Commerce, and other federal departments have made unprecedented attempts to remove vast amounts of land from private ownership, and discontinue multiple beneficial use of public lands; and

WHEREAS, there is no constitutional or statutory authority for the President, the Department of the Interior, the Department of Agriculture, or any other federal agency to set aside and permanently preserve 30 percent of all land and water in the United States, and no such authority is referenced in Executive Order 14008; and

WHEREAS, government agencies have proposed regulations which represent a fundamental shift in how these entities manage millions of acres of public land and have the potential to economically impact various industries, and local governments and their residents; and

WHEREAS, these regulations seek to undermine and usurp the statutory language and Congressional intent of the Federal Land Policy and Management Act of 1976 (FLPMA) and the National Forest Management Act of 1976 (NFMA) as well as other previous management directives; and

WHEREAS, Chaves County strongly opposes these regulations, and any action which removes lands from private ownership and reduces multiple beneficial use of public lands; and

WHEREAS, Chaves County has joined with likeminded counties, soil and water conservation districts, oil and gas producers, farmers, ranchers, and entrepreneurs across the west to stand in opposition to these actions.

NOW, THEREFORE, be it resolved that the Board of Chaves County Commissioners do hereby join the Multiple Use Alliance; and

LET IT BE FURTHER RESOLVED, that the Chaves County Board of Commissioners hereby commits funds to the Multiple Use Alliance to help support its efforts in fighting against removal of lands from private ownership and any reductions of multiple use on public lands.

Done this 22nd day of June, 2023, at Roswell, Chaves County, New Mexico.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

Dara Dana, Member

Richard Taylor, Member

Cindy Fuller
County Clerk

Michael Perry, Member

AGENDA ITEM: 12

**R-23-025 Ratification approval of CDWI
Application from the NM Department of
Transportation FY 24**

MEETING DATE: 6/1/2023

STAFF SUMMARY REPORT

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested: Approval of CDWI Application for FY 24

Item Summary:

The Chaves County DWI Program would like the ratification approval to submit FY 24 CDWI application.

The estimated award amount for FY 24 is \$12,750.00

This amount will partially pay for one the DWI Court Compliance Officers salary.

The application will fund the project year July 1, 2023 through June 30, 2024.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-23-025
Memorandum of Agreement

Summary by: Elly T Hollon

Title: DWI Coordinator

(Application packet must include Application, Scope of Work and Memo of Agreement).

R-23-025
**APPLICATION
FOR CDWI FUNDS**

State Fiscal Year applying for: 2024
 Approved Start Date: upon execution of the Project Agreement
 End Date: June 30, 2024

Applicant Agency:	Chaves County DWI Program
Address:	#1 St. Mary's Place
City, State, Zip:	Roswell, NM 88203
Phone Number:	575-624-6596
Fax Number:	575-624-6576
email address:	elly.hollon@chavescounty.gov
Project Director and Title:	Elly T Hollon, DWI Coordinator

Government Unit:	Chaves County
Address:	#1 St Mary's Place
City, State, Zip:	Roswell, NM 88203
Phone Number:	575-624-6620
Fax Number:	575-624-6576
Authorizing Official and Title:	Jeff Bilberry, Chaves County Commission Chair

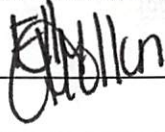
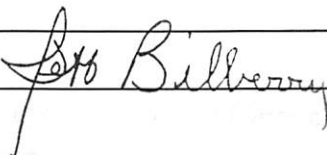
Check to be sent to (address):	PO Box 1597
Program Manager:	_____
Phone:	_____ email: _____

BUDGET:

Self-calculating chart, simply enter data

Budget Category	Program Category				Category Total
	Enforcement	Prevention	Off. Programs	PI & E	
Personal Services					\$12,750.00
Contractual Services					\$0.00
Commodities Budget					\$0.00
Other					\$0.00
NM State Police (NMSP)	Amount not included in Total \$ Requested				
Special Investigations Division (SID)	Amount not included in Total \$ Requested				
Total \$ Received	\$0.00	\$0.00	\$0.00	\$0.00	\$12,750.00
TOTAL \$ REQUESTED FOR AGENCY (w/o NMSP & SID)					\$12,750.00

To the best of my knowledge, the information presented in this application is true and correct.

Project Director Signature:  Date: 6-1-2023
 Authorizing Official Signature:  Date: 6-1-2023

SCOPE OF WORK

A. LOCAL PERFORMANCE GOAL:

To monitor Court Ordered DWI Offenders while on probation.

B. OBJECTIVES: Please be specific and descriptive

To monitor Court Ordered DWI Offenders while on probation. Funding will be used to pay salary of one DWI Court Compliance Officer that will monitor Court Ordered DWI Offenders.

C. ACTIVITIES: Please enter detailed information regarding your objectives. This information will be used to develop the agreement.

Track and monitor Court Ordered DWI Offenders to assure complete sentencing requirements. And provide assistance in arranging Screening, Treatment, DWI School, Ignition Interlock, atc. All aspects of sentencing. Will provide face to face and phone contact.

D. BUDGET BY CATEGORY:

Personal:	\$12,750.00
Contractual:	\$0.00
Commodities:	\$0.00
Other:	\$0.00

03/30/2023
03/30/2023

Total Agreement Amount: \$12,750.00

MEMORANDUM OF AGREEMENT

This Comprehensive Community DWI Prevention Program is between the following Task Force Agencies:

Chaves County

Chaves County DWI Program

Chaves County Court Compliance Office


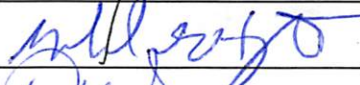

This agreement is effective on the 22 (day) of June (mo.) 2023 (yr), but is not a valid and binding agreement until executed by all parties thereto. The parties agree as follow:

To file a joint application to the New Mexico Department of Transportation Department, Traffic Safety Division for funding of a comprehensive Community DWI Program that reflects an integrated approach to our mutual problem of driving while intoxicated.

The Agencies listed above agree to combine our funds and resources in achieving a common goal of removing the DWI from the streets and highways of Chaves County (City of, County of, Town of, Village of) thus reducing our highway traffic accidents that are alcohol related.

We will establish a joint Task Force as provided for and described in the CDWI Program Manual.

The (City of, County of, Town of, Village of) Chaves County agrees to be the fiscal agent to apply for the grant funds
There is no requirement for matching funds for this program funding.

Attest:		Agency Name: <u>Chaves County Commission Chair</u>	Date: <u>6-1-2023</u>
Attest:		Agency Name: <u>Chaves County DWI Program / Task Force</u>	Date: <u>6-1-2023</u>
Attest:		Agency Name: <u>Chaves County Court Compliance Supervisc</u>	Date: <u>6-1-2023</u>
Attest:	_____	Agency Name: _____	Date: _____
Attest:	_____	Agency Name: _____	Date: _____
Attest:	_____	Agency Name: _____	Date: _____

Task Force Authorization & Information


Community (government) Certification of Application

I certify that it is the wish of our Task Force to have funds apportioned to our Community DWI Prevention Program for the implementation of the attached Application.

Task Force Name: Chaves County DWI Program / Task Force
Task Force Chairperson: Mike Herrington
Title: Chaves County Sheriff
Address: #1 St. Mary's Place
City/State/zip: Roswell, NM 88203
Phone Number: 575-624-6500 Fax: _____
Email Address: mike.herrington@chavescounty.gov

Chairperson Signature:  **Date:** 6-1-2023

Community: Chaves County
Authorizing Official: Jeff Bilberry
Title: Chairman, Chaves County Commission
Address: #1 St. Mary's Place
City/State/zip: Roswell, NM 88203
Phone Number: 575-624-6500 Fax: _____
Email Address: jeff.bilberry@chavescounty.gov

Authorizing Official Signature:  **Date:** 6-1-2023

Law Enforcement Representative:
Name: Sheriff Mike Herrington
Title: Chaves County Sheriff
Address: #1 St. Mary's Place
City/State/zip: Roswell, NM 88203
Phone Number: 575-624-6500 Fax: _____

Email Address: mike.herrington@chavescounty.gov

Community Traffic Safety Group Representative:

Name: _____
Title: _____
Address: _____
City/State/zip: _____
Phone Number: _____ Fax: _____
Email Address: _____

Department of Health Representative:

Name: Joann Palomino
Title: Helath Promotion Educator
Address: 1912 W Second St
City/State/zip: Roswell, NM 88203
Phone Number: 505-222-4634 Fax: _____
Email Address: _____

Court Representative:

Name: Jason Mason
Title: Magistrate Court Judge
Address: 400 N Virginia
City/State/zip: Roswell, NM 88203
Phone Number: 575-624-6088 Fax: _____
Email Address: _____

Prosecutor Representative:

Name: _____
Title: _____
Address: _____
City/State/zip: _____

Include form only if application included funding for Task Force activities

Phone Number: _____ Fax: _____

Email Address: _____

School Representative:

Name: Jennifer Cole

Title: Assistant Superintendent of Curriculum & Instru

Address: 300 N Kentucky

City/State/zip: Roswell, NM 88203

Phone Number: 575-624-2684 Fax: _____

Email Address: _____

Media Representative:

Name: _____

Title: _____

Address: _____

City/State/zip: _____

Phone Number: _____ Fax: _____

Email Address: _____

Emergency Medical Services Representative:

Name: _____

Title: _____

Address: _____

City/State/zip: _____

Phone Number: _____ Fax: _____

Email Address: _____

County DWI Planning Council Contact:

Name: Sheriff Mike Herrington

Title: Chairman

Address: #1 St. Mary's Place

Include form only if application included funding for Task Force activities

City/State/zip:

Roswell, NM 88203

Phone Number:

575-624-6500

Fax:

Email Address:

mike.herrington@chavescounty.gov

Include form only if application included funding for Task Force activities

Other Members (optional):

Name: _____
Title: _____
Address: _____
City/State/zip: _____
Phone Number: _____ Fax: _____
Email Address: _____

Other Members (optional):

Name: _____
Title: _____
Address: _____
City/State/zip: _____
Phone Number: _____ Fax: _____
Email Address: _____

Other Members (optional):

Name: _____
Title: _____
Address: _____
City/State/zip: _____
Phone Number: _____ Fax: _____
Email Address: _____

Other Members (optional):

Name: _____
Title: _____
Address: _____
City/State/zip: _____
Phone Number: _____ Fax: _____
Email Address: _____

AGENDA ITEM: 13

- A. Resolution R-23-026 and Agreement A-23-028 between Chaves County and New Mexico Department of Transportation accepting Local Government Road Funds - County Arterial Program
- B. Resolution R-23-027 and Agreement A-23-029 between Chaves County and New Mexico Department of Transportation accepting Local Government Road Funds - County Cooperative Program

MEETING DATE: June 22, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Mac Rogers, Public Services Director

ACTION REQUESTED: Approval of Resolutions

ITEM SUMMARY:

The Local Government Road Fund (LGRF) offers a state-local match disbursement from the New Mexico Department of Transportation (NMDOT). For the CAP and COOP programs the funding will provide a single penetration chip seal on approximately 65 miles of County Roads. The roads proposed for these projects have not been resurfaced for 6 to 8 years.

	CAP	COOP
NMDOT (75%)	\$273,723	\$135,000
Chaves County (25%)	\$91,241	\$45,000
Total	\$364,964	\$180,000
Mileage	47.9	17.1

Staff recommends approval.

RESOLUTION R-23-026

**CHAVES COUNTY
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, Chaves County and the New Mexico Department of Transportation enter into a cooperative agreement; and

WHEREAS, the total cost of the project will be \$359,379 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$273,723; and
- b. Chaves County's proportional matching share shall be 25% or \$91,241

TOTAL PROJECT COST IS \$364,964

Chaves County shall pay all costs, which exceed the total amount of \$364,964

NOW THEREFORE BE IT RESOLVED, in official session that Chaves County determines, resolves, and orders as follows:

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

This agreement terminates on December 31, 2024 and Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter into County Arterial Program Agreement Control Number L200604 with the New Mexico Department of Transportation for LGRF Project for the year 2023 - 2024 to plan, design, construct, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, on these county roads within the control of Chaves County, New Mexico.

The routes and termini are as follows:

South Brown: McGaffey South to West Charleston, **Old Chisum Trail:** NM-2 to Ojibwa Road, **Old Clovis Hwy:** Bitter Lakes Rd to US-70, **Old YO Crossing:** RIAC South for 8 miles, **Old YO Crossing:** NM-13 North for 7.54 miles, **Orchard Park Road:** US-285 to Lincoln Road, **Vineyard:** NM-2 South to East Morgan Road

TOTAL MILES 47.19

R-23-026

PASSED, ADOPTED, SIGNED AND APPROVED THIS 22nd DAY OF JUNE, 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr., Vice-Chairman

ATTEST:

Dara Dana, Member

Richard C. Taylor, Member

Cindy Fuller
County Clerk

Michael Perry, Member

Contract No. _____
Vendor No. 0000054378
Control No. L200604

**LOCAL GOVERNMENT ROAD FUND
COUNTY ARTERIAL PROGRAM AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Chaves County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Design, Construct, Reconstruct, Pavement Rehab/ Improvements, blading and Shaping, Drainage Improvements, and Misc.** as described in Control No. **L200604**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is Three Hundred Sixty-Four Thousand Nine Hundred Sixty-Four and No Cents (364,964) to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$273,723**

Design, Construct, Reconstruct, Pavement Rehab/ Improvements, blading and Shaping, Drainage Improvements, and Misc.

2. Public Entity’s required proportional matching share shall be 25%: **\$91,241**

3. Total Project Cost: **\$364,964**

b. The Public Entity shall pay all Project costs, which exceed the total amount of Three Hundred Sixty-Four Thousand Nine Hundred Sixty-Four and No Cents (364,964)

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. 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.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. 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, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar 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.

- l. Within thirty (30) calendar 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.
- m. 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) calendar 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.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Local Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2024. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public

Entity.

- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five 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 documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. 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) calendar days of written notification.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Chaves County

By: _____

Date: _____

Title: _____

Attest: _____
Name and Title

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 Tribal/Local Public Agency State Funding 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 Public Entity 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

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

RESOLUTION R-23-027

CHAVES COUNTY PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Chaves County and the New Mexico Department of Transportation enter into a cooperative agreement; and

WHEREAS, the total cost of the project will be \$180,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$135,000; and
- b. Chaves County's proportional matching share shall be 25% or \$45,000

TOTAL PROJECT COST IS \$180,000

Chaves County shall pay all costs, which exceed the total amount of \$180,000

NOW THEREFORE BE IT RESOLVED, in official session that Chaves County determines, resolves, and orders as follows:

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

This agreement terminates on December 31, 2024 and Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter into County Cooperative Program Agreement Control Number L200588 with the New Mexico Department of Transportation for LGRF Project for the year 2023 - 2024 to plan, design, construct, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, on these county roads within the control of Chaves County, New Mexico.

The routes and termini are as follows:

Alta Vista: Via Del Sol West for 0.2 miles, **Bar L:** East Hobson to Rocking Chair, **East Brasher:** Atkinson to NM-256, **Cielo:** Pine Lodge to Corralito, **Circle Cross:** YO to Flying H, **Circle Diamond:** Circle Cross to X Ell, **Corralito:** Atkinson to Cielo, **Crossroad East:** NM-255 to Prices Lane, **Cumbres:** US-70 South to Marion Richards, **Flying H:** Rocking Chair to LFD, **Gayle:** Hinkle to Kallahin, **Hinkle:** East Poe to Gayle, **Jingle Bob:** Circle Cross to X Ell. **Kalihin:** Gayle to East Poe, **Kay Bar:** Flying H to X Ell, **Las Flores:** Tierra Grande to Tierra Grande, **LFD:** Bar L to X Ell, **Loma Linda:** Via Del Sol to Mistico, **Loma Verde:** Via Del Sol West 0.25 miles, **East McGaffey:** Seminole East to End, **Navajo:** Vineyard to Cherokee, **Palacio:** Mistico West for 0.48

miles, **Penasco**: East College to 19th, **Pima**: Oibwa to NM-2 **West Poe**: Brown to Eisenhower, **Ranchito**: Pine Lodge to Corralito, **Shuswap**: NM 2 East to End, **Tee Pan**: Flying H to X Ell, **Turkey Track**: Circle Cross to X Ell, **25th**: West from North Sycamore, **23rd**: West from North Sycamore, **Verde**: Pine Lodge to Corralito, **Via Blanca**: Mistico South for 0.30 miles **Via Del Sol**: Mistico to Tierra Grande, **X Ell**: YO to Rocking Chair

Total Miles: 17.1

PASSED, ADOPTED, SIGNED AND APPROVED THIS 22nd DAY OF JUNE, 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr., Vice-Chairman

ATTEST:

Dara Dana, Member

Richard C. Taylor, Member

Cindy Fuller
County Clerk

Michael Perry, Member

Contract No. _____
Vendor No. 0000054378
Control No. L200588

**LOCAL GOVERNMENT ROAD FUND
COUNTY COOPERATIVE AGREEMENT**

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Chaves County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the **Design, Construct, Reconstruct, Pavement Rehabilitation/improvements, Blading and Shaping, Drainage Improvements, Misc. and apply a single penetration chip seal**, as described in Control No. **L200588**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **One Hundred Eighty Thousand and no cents (\$180,000)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$135,000**

Design, Construct, Reconstruct, Pavement Rehabilitation/improvements, Blading and Shaping, Drainage Improvements, Misc. and apply a single penetration chip seal

2. Public Entity’s required proportional matching share shall be 25%: **\$45,000**

3. Total Project Cost: **\$180,000**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Eighty Thousand and no cents (\$180,000)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. 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.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. 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, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar 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.

- l. Within thirty (30) calendar 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.
- m. 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) calendar 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.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Local Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on December 31, 2024. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this

Agreement may terminate immediately upon written notice of the Department to the Public Entity.

- d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

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

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

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

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five 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 documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. 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) calendar days of written notification.

17. Severability.

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

18. Applicable Law.

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

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Chaves County

By: _____

Date: _____

Title: _____

Attest: _____
Name and Title

**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 Tribal/Local Public Agency State Funding 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 Public Entity 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

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF WORK: _____

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	FINAL QUANTITY	UNIT COST	FINAL COST

AGENDA ITEM: 14

Resolution R-23-028 Authorizing the Purchase of Real Property and Approving the Execution of Documents by Chairman Bilberry

MEETING DATE: June 22, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approval Resolution

ITEM SUMMARY:

Chaves County would like to acquire a parcel of land in which to house the Cooperative Extension Service. The owner wishes to sell the land, and the 4843 square foot building, to Chaves County for the sum of \$1,259,180. The legal description is:

Lot 2B of Eye Associates Summary Plat Amended, in the City of Roswell, County of Chaves, State of New Mexico, as shown on the official Plat filed in the Chaves County Clerk's Office on February 20, 2017, and recorded in Book 2 of Plat Records, Page 27B.

The Real Estate has an address of 1610 Southeast Main Street.

Additionally, it is requested that Chairman Bilberry be authorized to execute any documents on behalf of the Board of Commissioners.

Staff recommends approval of Resolution R-23-028

SUPPORT DOCUMENTS: Resolution R-23-028

SUMMARY BY: William B. Williams

TITLE: County Manager

RESOLUTION R-23-028

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CHAVES COUNTY, NEW MEXICO, AUTHORIZING AND APPROVING THE PURCHASE OF REAL PROPERTY AND EXECUTION OF NECESSARY DOCUMENTS FOR THE PURCHASE OF REAL PROPERTY BETWEEN ROSWELL REALTY INVESTOR'S,LLC AND THE BOARD OF COMMISSIONERS OF CHAVES COUNTY, NEW MEXICO

WHEREAS, the Board of Commissioners of Chaves County, New Mexico, have determined the existing county Cooperative Extension Service facility is in need of replacement to adequately serve the needs of the County; and

WHEREAS, Roswell Realty Investor's, LLC requested that Chaves County consider a building located on parcel of land fully surrounded by County property, described below, be considered for purchase by the County; and

WHEREAS, Roswell Realty Investor's, LLC, the legal owner of the real property has offered to sell it to Chaves County for the sum of \$1,259,180.00

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners that it is necessary and in the best interest of Chaves County that this real property, which lies wholly within the County, be acquired for the purposes of housing the Cooperative Extension Service and providing enhanced public services, the property is legally described as:

Lot 2B of Eye Associates Summary Plat Amended, in the City of Roswell, County of Chaves, State of New Mexico, as shown on the official Plat filed in the Chaves County Clerk's Office on February 20, 2017, and recorded in Book 2 of Plat Records, Page 27B.

The Real Estate has an address of 1610 Southeast Main Street.

BE IT FURTHER RESOLVED, That the Chairman of the Board of County Commissioners is authorized and directed to execute any and all documents necessary to acquire title to the property described above.

APPROVED AND ADOPTED this 22nd day of June 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

ATTEST:

Cindy Fuller
County Clerk

AGENDA ITEM: 15

Appointment of New and Current DWI Planning Council Voting Members

MEETING DATE: 6/22/2023

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested: Appointment of New and Current DWI Planning Council Voting Members

Item Summary:

According to the Chaves County DWI Program Charter, DWI Planning Council "Voting Members must be appointed by the Board of Commissioners in June every odd year". The attached membership forms list the current voting members listed, and two recommendations for new voting members.

The Chaves County DWI Planning Council would like to submit two new Voting Members nominees for approval:

- ❖ Sergeant Joel Saenz- New Mexico State Police
- ❖ Judge James Mason- Magistrate Court

With this approval the Chaves County DWI Planning Council will remain with 10 Approved Voting Members.

SUPPORT DOCUMENTS: Recommended New Memberships
Voting Membership Forms

Summary by: Elly T Hollon

Title: DWI Coordinator

Sergeant Joel Saenz- New Mexico State Police

I'm a dedicated public servant to the citizens of New Mexico and the community in Chaves County. I have been loyal with high integrity as New Mexico State Police Sergeant with ten (10) years and three (3) months on the department. I am seeking to be elected as a Chaves County DWI Board Voting Member by applying my law enforcement skills and training; in which I have learned while working in the Uniform and Investigations Bureau.

I graduated from the 84th recruit school on December 21, 2012, "The day the world was supposed to end, but little did I know it was the beginning of this magnificent journey as State Police Officer!" I have served my entire career in the southeast portion of the state, which consists of Carlsbad, Hobbs, and Roswell with Roswell being my main place of residency. I have had different roles with the department such as an Officer, Agent "Detective", and as a Sergeant. I know the hard ache and impact that DWI's have caused our state and community; therefore, I will know how to tackle and handle this issue first-hand. When I was an Agent in the Special Investigations Unit, I worked on numerous cases regarding the investigations of alcohol offenses and learned liquor establishments play a major role in DWI cases.

During my employment with the New Mexico State Police, I have excelled in many different fields of the department, but my greatest accomplishment is having an excellent working relationship with other agencies because this has helped us solve issues in our community and created positive dialogue with the public we serve.

I wholeheartedly believe I will be the best candidate for the Chaves County DWI Board Voting Member due to my superb working relationship with other agencies, my excellent organizational skills to get issues resolved, and most importantly my leadership skills.

Judge James Mason- Magistrate Court

Judge James Mason started his Law Enforcement career as a Chaves County Deputy in 2004, in which he was promoted to Sergeant and ultimately to Lieutenant. During his tenure as a Chaves County Lieutenant, Judge Mason provided monthly reports to the planning council regarding DWI arrests, saturation patrols, etc... being an important member of the LDWI Planning Council. Judge Mason retired from the Sheriff's Department in 2022, after being elected to fulfill the Magistrate Court Judge position. During his tenure



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

JOEL SAENZ-LOPEZ

Member name (print)

Member Signature

NMSP

Organization

(575)-626-1993

Contact Number

05/04/23

Date

joel.saenz@dps.nm.gov

Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form


FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

James Mason
Member name (print)


Member Signature

Chaves County Magistrate
Organization

575-550-0470
Contact Number

6/1/2023
Date

Rosmjam@nmcourts.gov
Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

Mike Herrington

Member name (print)



Member Signature

Chaves County Sheriff

Organization

575-624-6525

Contact Number

5/4/2023

Date

mike.herrington@chavescounty.gov

Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- **Abided by the DWI Charter that includes the following:**
 - **I will attend at least 75% of Monthly DWI Planning Council Meetings**
 - **I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.**
- **Avoid any conflict of interest.**

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

Jennifer Cole

Member name (print)

[Handwritten Signature]

Member Signature

Roswell Ind. School District

Organization

575-420-8715(e)

575-627-2684(o)

Contact Number

4/26/23

Date

jcole@risd.k12.nm.us

Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

Joe A. Smith

Member name (print)

Joe A. Smith

Member Signature

Roswell Police Dept.

Organization

575 910-1916

Contact Number

04/25/23

Date

j.smith@roswell-nm.gov

Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

Maria Ordonez

Member name (print)

Member Signature

Hagerman Municipal Court

Organization

(575)626-0054

Contact Number

04-10-2023

Date

m.ordonez11@yahoo.com

Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

Joann Palomino

Member name (print)

Member Signature

NMDOH

Organization

575-208-8578

Contact Number

3-29-2023

Date

joann.palomino@doh.nm.gov

Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

Carrie Hollifield

Member name (print)

Carrie Hollifield

Member Signature

At Large

Organization

575-626-1777

Contact Number

3/29/23

Date

bbr.slf@gmail.com

Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

David Medina

Member name (print)



Member Signature

L&F Distributors

Organization

915-526-3527

Contact Number

April 26, 2023

Date

david.medina@lnfdist.com

Email Address



"The Mission of the DWI Planning Council, hereafter referred to as the "Council", is to reduce the incidence and the impact of Driving While Impaired (DWI) on the community."

Chaves County DWI Planning Council Voting Membership Form

FY 2023-2024

I agree to serve as a Voting Member of the Chaves County DWI Planning Council. I agree to:

- Abided by the DWI Charter that includes the following:
 - I will attend at least 75% of Monthly DWI Planning Council Meetings
 - I understand that an unexcused absence of 25% or more meetings without giving a proxy, will result in membership termination.
- Avoid any conflict of interest.

I agree that if, at any time, I am unable to fulfill the commitments of a voting member for the Chaves County DWI Planning Council, I will give appropriate notice of resignation to the chair.

Joseph Seskey

Member name (print)

[Handwritten Signature]

Member Signature

City of Roswell - Municipal Court

Organization

Contact Number

6/1/2023

Date

J.SESKEY @ ROSWELL-NM.GOV.

Email Address

CHAVES COUNTY FINANCE
ACCOUNTS PAYABLE
P.O. Box 1597
Roswell, NM 88202-1597
Phone 575-624-6677 or 575-624-6620



COMMISSIONERS
Dara Dana · District 1
T Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Finance Director
Anabel Barraza

County Manager
Bill Williams

Final Payment Register

Date: 5/5/2023
Packet# 02556

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 5/12/2023
Packet# 02564

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 5/19/2023
Packet# 02570

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 5/26/23
Packet# 02574

Date: _____
Packet# _____

Date: _____
Packet# _____

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

ATTEST:

T. Calder Ezzell Jr, Vice-Chairman

Cindy Fuller
County Clerk

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

Approval of Checks

Approval of Checks

Commission Meeting 22-Jun-23

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Finance Director
(575-624-6658)

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	5-May-23	\$752,185.90
	12-May-23	\$608,901.95
	19-May-23	\$578,442.73
	26-May-23	\$317,520.14

PAYROLL:	30-Apr-23 REGULAR	\$276,189.75
	30-Apr-23 FINALS	\$6,355.62
	14-May-23 REGULAR	\$290,369.23
	14-May-23 FINALS	\$1,325.26

Grand Total Checks to be Approved: \$2,831,290.58

SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Stephanie Carrillo

TITLE: A/P Officer



Expense Approval Register

Packet: APPKT02556 - CHECK RUN 5/5/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADE INCORPORATED					
ADE INCORPORATED	58105	05/01/2023	CUST ID: NMCHAS/ MISDEM	432-7-761-237-000	60.00
Vendor ADE INCORPORATED Total:					60.00
Vendor: APOLLO MEDFLIGHT LLC					
APOLLO MEDFLIGHT LLC	CC024520	05/01/2023	ACCT# 23343	427-6-639-270-000	2,141.48
Vendor APOLLO MEDFLIGHT LLC Total:					2,141.48
Vendor: ASA ARCHITECTS					
ASA ARCHITECTS	4663-1	05/01/2023	HEALTH OFFICE ARCHITECTU	631-8-884-227-000	75,000.00
ASA ARCHITECTS	4663	05/01/2023	ARCHITECTURAL SERVICES	651-6-682-381-000	162,178.20
Vendor ASA ARCHITECTS Total:					237,178.20
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	FY23-10ASPEN	05/01/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	416.66
Vendor ASPEN OF NEW MEXICO Total:					416.66
Vendor: BELL GAS INC.					
BELL GAS INC.	34576	05/01/2023	ACCT# 10693	402-6-653-223-000	17,094.47
BELL GAS INC.	34591	05/01/2023	ACCT# 10693	402-6-653-223-000	24,950.34
BELL GAS INC.	34638	05/01/2023	ACCT# 11020	452-8-832-223-000	3,430.98
Vendor BELL GAS INC. Total:					45,475.79
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC024521	05/01/2023	ACCT# J1720000	402-6-651-341-000	56.36
Vendor BERRENDO CO-OP WATER USERS Total:					56.36
Vendor: CARLSBAD ANESTHESIA SERVICES LLC					
CARLSBAD ANESTHESIA SERV	CC024535	05/03/2023	ACCT# 2112954	427-6-639-270-000	129.01
CARLSBAD ANESTHESIA SERV	CC024536	05/03/2023	ACCT# 2112931	427-6-639-270-000	164.64
Vendor CARLSBAD ANESTHESIA SERVICES LLC Total:					293.65
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0010330	05/04/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CITY OF DEXTER					
CITY OF DEXTER	CC024522	05/01/2023	ACCT# 1085	401-6-693-341-000	92.26
Vendor CITY OF DEXTER Total:					92.26
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC024528	05/01/2023	ANNUAL ALLOCATION FY 22-	635-6-671-409-000	160,887.00
Vendor CITY OF ROSWELL Total:					160,887.00
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	136135	05/01/2023	ACCT# 11390	402-6-653-290-000	6,744.48
CONSTRUCTORS INC	136174	05/01/2023	ACCT# 11390	402-6-653-290-000	13,651.43
CONSTRUCTORS INC	136175	05/01/2023	ACCT# 11390	402-6-653-290-000	15,041.50
CONSTRUCTORS INC	136228	05/01/2023	ACCT# 11390	402-6-653-290-000	4,312.71
CONSTRUCTORS INC	136229	05/01/2023	ACCT# 11390	402-6-653-290-000	15,564.58
CONSTRUCTORS INC	136266	05/01/2023	ACCT# 11390	402-6-653-290-000	16,072.75
Vendor CONSTRUCTORS INC Total:					71,387.45
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-136886	05/01/2023	COURTHOUSE RE-ROOF	635-6-682-381-000	2,196.66
Vendor COOPERATIVE EDUCATIONAL SVCS. Total:					2,196.66
Vendor: CRM ENTERPRISES, LLC					
CRM ENTERPRISES, LLC	42575	05/01/2023	EMBOIDERY FOR 3 UNIFORM	401-7-752-238-000	21.00
CRM ENTERPRISES, LLC	42668	05/02/2023	RECOGNITION AWARD LDWI	401-6-632-230-000	33.00
Vendor CRM ENTERPRISES, LLC Total:					54.00

Expense Approval Register

Packet: APPKT02556 - CHECK RUN 5/5/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CUMBERLAND CO-OPERATIVE WATER					
CUMBERLAND CO-OPERATIV	CC024530	05/01/2023	ACCT# G215	401-6-691-341-000	- 39.36
CUMBERLAND CO-OPERATIV	CC024531	05/01/2023	ACCT# B1085	408-8-812-341-000	- 31.10
CUMBERLAND CO-OPERATIV	CC024532	05/01/2023	ACCT# G105	410-8-816-341-000	- 21.43
Vendor CUMBERLAND CO-OPERATIVE WATER Total:					91.89
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	FY23-10DEX-TNT	05/01/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	- 1,000.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,000.00
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	FY23-10DT	05/01/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	- 4,524.33
Vendor DIANE F. TAYLOR Total:					4,524.33
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1066921	05/01/2023	ALIGNMENT UNIT 934	401-7-752-221-000	- 69.95
FORREST TIRE OF ROSWELL,	1066922	05/01/2023	ALIGNMENT ON UNIT 917	401-7-752-221-000	- 69.95
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					139.90
Vendor: GARRETT ELECTRONICS, INC					
GARRETT ELECTRONICS, INC	361944	05/01/2023	WALK THROUGH METAL DET	631-8-883-231-000	- 2,778.44
Vendor GARRETT ELECTRONICS, INC Total:					2,778.44
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	11067	05/01/2023	PERMIT # 6067	427-6-639-296-000	- 600.00
HERITAGE MEMORIAL ALLIA	11068	05/01/2023	PERMIT# 6054	427-6-639-296-000	- 600.00
HERITAGE MEMORIAL ALLIA	11069	05/01/2023	PERMIT # 6055	427-6-639-296-000	- 600.00
HERITAGE MEMORIAL ALLIA	11070	05/01/2023	PERMIT# 6071	427-6-639-296-000	- 600.00
HERITAGE MEMORIAL ALLIA	11071	05/01/2023	PERMIT # 650	427-6-639-296-000	- 600.00
HERITAGE MEMORIAL ALLIA	11072	05/01/2023	PERMIT #647	427-6-639-296-000	- 600.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					3,600.00
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901083	05/01/2023	TEMPS/ CARRILLO/SATTERFI	402-6-653-104-000	- 1,571.68
Vendor ITS QUEST, INC Total:					1,571.68
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0010340	05/04/2023	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010341	05/04/2023	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010342	05/04/2023	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010343	05/04/2023	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010344	05/04/2023	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010345	05/04/2023	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010346	05/04/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010347	05/04/2023	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010348	05/04/2023	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010349	05/04/2023	Miguel Barrientos Union Due	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010350	05/04/2023	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010351	05/04/2023	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010352	05/04/2023	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010353	05/04/2023	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010354	05/04/2023	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010355	05/04/2023	CODY SMOTHERMON UNIO	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010356	05/04/2023	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010357	05/04/2023	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010358	05/04/2023	SAMUEL LUERAS UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010359	05/04/2023	Justin Thompson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010360	05/04/2023	Joel Smoyer Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010361	05/04/2023	John White Union Dues	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					550.00
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	20-7	05/03/2023	ACCT# 3359234	402-6-653-251-000	- 2,670.85
KANSAS STATE BANK OF MA	32-6	05/03/2023	ACCT# 3357431	402-6-653-251-000	- 1,647.40

Expense Approval Register

Packet: APPKT02556 - CHECK RUN 5/5/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
KANSAS STATE BANK OF MA	38-5	05/03/2023	ACCT# 3356805	402-6-653-251-000	1,584.93
				Vendor KANSAS STATE BANK OF MANHATTAN Total:	5,903.18
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC024259	05/02/2023	PEST CONTROL SERVICES	452-8-832-267-000	43.13
				Vendor MIRANDA PEST CONTROL Total:	43.13
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC024523	05/01/2023	ACCT# 0768281612-0786941	401-6-693-341-000	31.07
NEW MEXICO GAS COMPAN	CC024524	05/01/2023	ACCT# 075706312-1236482-	414-8-819-341-000	56.75
NEW MEXICO GAS COMPAN	CC024533	05/01/2023	ACCT# 115435453-1390459-	452-8-832-341-000	33.30
NEW MEXICO GAS COMPAN	CC024534	05/01/2023	ACCT# 076846512-1202378-	411-8-814-341-000	29.61
				Vendor NEW MEXICO GAS COMPANY INC Total:	150.73
Vendor: NEWMEX FUNERAL SERVICES INC					
NEWMEX FUNERAL SERVICE	1810-2022243	05/01/2023	PERMIT# 4655	427-6-639-296-000	600.00
				Vendor NEWMEX FUNERAL SERVICES INC Total:	600.00
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0010338	05/04/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	5,569.82
NM RETIREE HEALTH CARE A	INV0010338	05/04/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,800.85
NM RETIREE HEALTH CARE A	INV0010338	05/04/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	112.11
NM RETIREE HEALTH CARE A	INV0010338	05/04/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	168.21
NM RETIREE HEALTH CARE A	INV0010338	05/04/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	149.61
NM RETIREE HEALTH CARE A	INV0010338	05/04/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	73.59
NM RETIREE HEALTH CARE A	INV0010338	05/04/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	554.47
NM RETIREE HEALTH CARE A	INV0010338	05/04/2023	NM RETIREE HEALTH CARE P	628-2-200-020-000	173.52
NM RETIREE HEALTH CARE A	INV0010339	05/04/2023	NM Retiree HealthCare Law	401-2-200-020-000	3,040.77
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	11,642.95
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	CC23-00011	05/01/2023	ANNUAL ALLOCATION FY 22/	605-6-672-428-000	12,500.00
				Vendor ROSWELL CHAVES COUNTY EDC Total:	12,500.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC024525	05/01/2023	ACCT# 16343547V1610	427-6-639-270-000	146.75
				Vendor ROSWELL CLINIC CORP Total:	146.75
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORPOR	CC024526	05/01/2023	ACCT# VAV95528	427-6-639-270-000	626.49
				Vendor ROSWELL HOSPITAL CORPORATION Total:	626.49
Vendor: SERENITY COUNSELING					
SERENITY COUNSELING	FY23-10SC	05/01/2023	DWI TREATMENT PROVIDER/	432-7-762-267-000	4,166.66
				Vendor SERENITY COUNSELING Total:	4,166.66
Vendor: SPINE AND ORTHROPEDIC CENTER OF NM					
SPINE AND ORTHROPEDIC CE	CC024527	05/01/2023	ACCT# 119801V7206	427-6-639-270-000	311.13
				Vendor SPINE AND ORTHROPEDIC CENTER OF NM Total:	311.13
Vendor: STANTON L RIGGS ATTORNEY AT LAW, LLC					
STANTON L RIGGS ATTORNEY	2023-008	05/01/2023	LEGAL SERVICES FOR CHAVE	401-6-611-260-000	8,081.25
				Vendor STANTON L RIGGS ATTORNEY AT LAW, LLC Total:	8,081.25
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0010326	05/04/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0010328	05/04/2023	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0010329	05/04/2023	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0010332	05/04/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0010333	05/04/2023	000207794- HUERTA	402-2-200-018-000	189.69
				Vendor STATE OF NEW MEXICO Total:	742.92
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0010327	05/04/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0010331	05/04/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
				Vendor TEXAS CHILD SUPPORT SDU Total:	604.15

Expense Approval Register

Packet: APPKT02556 - CHECK RUN 5/5/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	61876	05/01/2023	PARTS/ ACCT# RF1007647	402-6-653-221-000	84.36
Vendor THE FORD HOUSE, LLC Total:					84.36
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	33883147	05/01/2023	ACCT# 007-1392174-000	401-6-631-251-000	151.67
VISUAL EDGE IT, INC	33925944	05/01/2023	ACCT# 016-1539865-000	650-6-684-251-000	280.09
VISUAL EDGE IT, INC	33941958-1	05/01/2023	ACCT# 015-1458792-000	401-6-624-251-000	332.36
VISUAL EDGE IT, INC	33941958	05/01/2023	ACCT# 015-1458792-000	402-6-651-251-000	321.19
Vendor VISUAL EDGE IT, INC Total:					1,085.31
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	5830-688853	05/01/2023	ACCT# 5830-688853	452-8-832-267-000	177.50
Vendor WASTE CONNECTIONS OF N.M. Total:					177.50
Vendor: WELLPATH LLC					
WELLPATH LLC	INV0105111	05/01/2023	MEDICAL INMATE CARE/ FY	427-6-639-268-000	5,325.22
WELLPATH LLC	INV0105189	05/01/2023	MEDICAL INMATE CARE/ FY	427-6-639-268-000	165,248.42
Vendor WELLPATH LLC Total:					170,573.64
Grand Total:					752,185.90

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	19,212.92
402 - ROAD FUND	123,359.57
408 - EAST GRAND PLAINS VOLFIRE	31.10
410 - MIDWAY VOLUNTEER FIRE FND	21.43
411 - BERRENDO VOLUNTEER FIRE	29.61
414 - CC FIRE DIST #8 VOL FIRE	56.75
427 - INDIGENT HOSPITAL CLAIMS	178,405.25
432 - DWI GRANT FUNDS	10,335.86
435 - CORRECTION GRANTS	426.53
437 - ENVIRONMENTAL TAX	73.59
452 - FLOOD CONTROL	4,239.38
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
628 - PROPERTY VALUATION	173.52
631 - OTHER GRANTS & CONTRACTS	77,778.44
635 - EMERGENCY/CAPITAL OUTLAY	163,083.66
650 - DETENTION CONSTRUCTION PJ	280.09
651 - ADMIN CENTER CONSTRUCTION	162,178.20
Grand Total:	752,185.90

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	550.00
401-2-200-018-000	CHILD ENFORCEMENT P	1,130.46
401-2-200-020-000	RETIREE H/C PAYABLE	8,610.59
401-6-611-260-000	PROFESSIONAL SERVICE	8,081.25
401-6-624-251-000	RENTALS	332.36
401-6-631-251-000	RENTALS	151.67
401-6-632-230-000	SUPPLIES	33.00
401-6-691-341-000	UTILITIES	39.36
401-6-693-341-000	UTILITIES	123.33
401-7-752-221-000	VEH/HVY EQUIP. REPAIR	139.90
401-7-752-238-000	UNIFORM EXPENSES	21.00
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,800.85
402-6-651-251-000	RENTALS	321.19
402-6-651-341-000	UTILITIES	56.36
402-6-653-104-000	TEMPORARY SALARIES	1,571.68
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	84.36
402-6-653-223-000	VEHICLE FUELS	42,044.81
402-6-653-251-000	RENTALS	5,903.18
402-6-653-290-000	PAVING PROJECTS-COOP	71,387.45
408-8-812-341-000	UTILITIES	31.10
410-8-816-341-000	UTILITIES	21.43
411-8-814-341-000	UTILITIES	29.61
414-8-819-341-000	UTILITIES	56.75
427-2-200-020-000	RETIREE H/C PAYABLE	112.11
427-6-639-268-000	CARE OF PRISONER SER	170,573.64
427-6-639-270-000	PAYMENT OF HOSPITAL	3,519.50
427-6-639-296-000	INDIGENT BURIAL	4,200.00
432-2-200-020-000	RETIREE H/C PAYABLE	168.21
432-7-761-237-000	SUBSCRIPTIONS/PUBLIC	60.00
432-7-761-267-000	CONTRACTUAL SERVICES	5,940.99
432-7-762-267-000	CONTRACTUAL SERVICES	4,166.66
435-2-200-011-000	MISCELLANEOUS PAYABL	276.92
435-2-200-020-000	RETIREE H/C PAYABLE	149.61
437-2-200-020-000	RETIREE H/C PAYABLE	73.59
452-2-200-020-000	RETIREE H/C PAYABLE	554.47
452-8-832-223-000	VEHICLE FUELS	3,430.98
452-8-832-267-000	CONTRACTUAL SERVICES	220.63

Account Summary

Account Number	Account Name	Expense Amount
452-8-832-341-000	UTILITIES	33.30
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
628-2-200-020-000	RETIREE H/C PAYABLE	173.52
631-8-883-231-000	JOY NON-EXPENDABLE S	2,778.44
631-8-884-227-000	STATE APPROPRIATION	75,000.00
635-6-671-409-000	CITY OF ROSWELL SPECI	160,887.00
635-6-682-381-000	CONSTRUCTION PROJEC	2,196.66
650-6-684-251-000	RENTALS	280.09
651-6-682-381-000	CONSTRUCTION PROJEC	162,178.20
	Grand Total:	752,185.90

Project Account Summary

Project Account Key	Expense Amount
None	752,185.90
	Grand Total: 752,185.90

Approved For Payment




Table with 6 columns: Vendor Name, Payable Number, Post Date, Description (Item), Account Number, Amount. It lists various vendors such as ANAYA COUNSELING & CONSULTING, ANDRES SALAS, BELL GAS INC., BREWER OIL CO, BRUCKNER TRUCK SALES, CATERPILLAR FINANCIAL SERVICES, CENTRAL VALLEY ELECTRIC COOP, CHAVES COUNTY CASA, CITY OF ROSWELL, and their respective expenses.

Expense Approval Register

Packet: APPKT02564 - CHECK RUN 5/12/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	#7	05/03/2023	ROSWELL AIR CENTER PROJE	631-8-884-376-000	114,561.59
CITY OF ROSWELL	7	05/03/2023	RAC WATERLINE PROJECT	631-8-884-376-000	118,919.26
CITY OF ROSWELL	8	05/03/2023	BUILDING OF INFRASTRUCT	631-8-884-376-000	20,421.49
Vendor CITY OF ROSWELL Total:					253,902.34
Vendor: CODE 3 SERVICE					
CODE 3 SERVICE	230153	05/01/2023	PROGRAMING 2 WAY RADIO	412-8-815-260-000	4,476.00
Vendor CODE 3 SERVICE Total:					4,476.00
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	136379	05/01/2023	ACCT# 11390	402-6-653-290-000	10,906.53
CONSTRUCTORS INC	136380	05/01/2023	ACCT# 11390	402-6-653-290-000	5,286.35
Vendor CONSTRUCTORS INC Total:					16,192.88
Vendor: ELIOR INC					
ELIOR INC	INV2000173659	05/08/2023	ADULT MEALS/ CCDC	650-6-684-264-000	51,814.38
Vendor ELIOR INC Total:					51,814.38
Vendor: ENCHANTMENT PEST CONTROL					
ENCHANTMENT PEST CONTR	13006	05/03/2023	PEST CONTROL SERVICES	411-8-814-267-000	183.10
Vendor ENCHANTMENT PEST CONTROL Total:					183.10
Vendor: GSD-ADMIN SERVICES DIVISION					
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	ADJ # 2541	401-2-200-005-000	1.05
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	LIFE & LOD PREMIUMS	401-2-200-005-000	1,450.42
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	LIFE & LOD PREMIUMS	402-2-200-005-000	336.07
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	LIFE & LOD PREMIUMS	427-2-200-005-000	46.44
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	LIFE & LOD PREMIUMS	432-2-200-005-000	15.61
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	LIFE & LOD PREMIUMS	435-2-200-005-000	17.68
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	LIFE & LOD PREMIUMS	437-2-200-005-000	8.84
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	LIFE & LOD PREMIUMS	452-2-200-005-000	223.23
GSD-ADMIN SERVICES DIVISI	CC024657	05/05/2023	LIFE & LOD PREMIUMS	628-2-200-005-000	22.10
GSD-ADMIN SERVICES DIVISI	CC024658	05/05/2023	DELTA DENTAL PREMIUMS	401-2-200-201-000	1,069.69
GSD-ADMIN SERVICES DIVISI	CC024658	05/05/2023	DELTA DENTAL PREMIUMS	402-2-200-201-000	64.61
GSD-ADMIN SERVICES DIVISI	CC024658	05/05/2023	DELTA DENTAL PREMIUMS	427-2-200-201-000	96.94
GSD-ADMIN SERVICES DIVISI	CC024658	05/05/2023	ADJ FOR # 2558	437-2-200-201-000	64.61
GSD-ADMIN SERVICES DIVISI	CC024658	05/05/2023	DELTA DENTAL PREMIUMS	628-2-200-201-000	96.94
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	ADJ 1674	401-2-200-007-000	-5,708.77
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	401-2-200-007-000	123,990.84
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	402-2-200-007-000	36,088.76
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	427-2-200-007-000	2,106.44
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	431-2-200-007-000	395.19
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	432-2-200-007-000	3,509.61
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	435-2-200-007-000	2,552.14
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	437-2-200-007-000	2,600.87
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	452-2-200-007-000	10,112.08
GSD-ADMIN SERVICES DIVISI	CC024659	05/05/2023	MEDICAL PRESBYT & BCBS	628-2-200-007-000	3,331.20
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	401-2-200-005-000	1,074.30
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	402-2-200-005-000	319.11
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	427-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	431-2-200-005-000	5.91
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	432-2-200-005-000	33.75
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	435-2-200-005-000	4.11
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	437-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	452-2-200-005-000	101.25
GSD-ADMIN SERVICES DIVISI	CC024660	05/05/2023	DISABILITY & ADMIN	628-2-200-005-000	45.00
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	ADJ # 1674	401-2-200-021-000	-45.13
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	401-2-200-021-000	1,307.03
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	402-2-200-021-000	330.65
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	427-2-200-021-000	22.66
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	431-2-200-021-000	3.26
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	432-2-200-021-000	42.96
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	435-2-200-021-000	26.30

Expense Approval Register

Packet: APPKT02564 - CHECK RUN 5/12/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	437-2-200-021-000	22.62
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	452-2-200-021-000	106.53
GSD-ADMIN SERVICES DIVISI	CC024661	05/05/2023	VISION PREMIUMS	628-2-200-021-000	50.63
Vendor GSD-ADMIN SERVICES DIVISION Total:					185,988.53
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY23-10HAG-TNT	05/08/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: HOPPER PUMP & DRILLING INC					
HOPPER PUMP & DRILLING I	CC024640	05/01/2023	REPLACED WELL MOTOR DU	407-8-811-221-000	6,104.44
Vendor HOPPER PUMP & DRILLING INC Total:					6,104.44
Vendor: HUITT-ZOLLARS, INC.					
HUITT-ZOLLARS, INC.	3146210201	05/01/2023	ENGINEERING/ARCHITECTUR	631-8-884-226-000	4,769.32
Vendor HUITT-ZOLLARS, INC. Total:					4,769.32
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	75783	05/01/2023	IHC SOFTWARE/ FY 22-23	427-6-638-260-000	1,365.00
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,365.00
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901097	05/03/2023	TEMPS/CARRILLO/SATTERFIE	402-6-653-104-000	1,375.22
Vendor ITS QUEST, INC Total:					1,375.22
Vendor: JOHNSON CONTROLS FIRE PROTECTION LP					
JOHNSON CONTROLS FIRE P	89768006	05/01/2023	REPLACE WATERFLOW MONI	401-6-696-257-000	2,763.44
Vendor JOHNSON CONTROLS FIRE PROTECTION LP Total:					2,763.44
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	9069	05/01/2023	BI-MONTHLY GREASE INTERC	401-6-696-257-000	748.29
Vendor JOHNSON SEPTIC TANK CO. Total:					748.29
Vendor: KYLEA AMERICE WILLIAMS					
KYLEA AMERICE WILLIAMS	CC024650	05/09/2023	YOUTH MEMEBER ATTENDEE	631-8-885-260-000	25.00
Vendor KYLEA AMERICE WILLIAMS Total:					25.00
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY23-10LA-TNT	05/08/2023	DWI DISTRIBUTION FY 22-23	432-7-761-267-000	1,000.00
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: LEA COUNTY					
LEA COUNTY	J04-2023	05/01/2023	HOUSING JUVIE INMATES FO	401-6-645-268-000	10,000.00
Vendor LEA COUNTY Total:					10,000.00
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC024641	05/02/2023	PEST CONTROL SERVICES	412-8-815-267-000	64.70
MIRANDA PEST CONTROL	CC024642	05/02/2023	PEST CONTROL SERVICES	412-8-815-267-000	53.92
MIRANDA PEST CONTROL	CC024643	05/02/2023	PEST CONTROL SERVICES	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CC024644	05/02/2023	PEST CONTROL SERVICES	412-8-815-267-000	26.96
Vendor MIRANDA PEST CONTROL Total:					172.54
Vendor: MTECH INC					
MTECH INC	32916	05/08/2023	MODIFICATIONS TO UTV FOR	412-8-815-221-000	4,190.00
Vendor MTECH INC Total:					4,190.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC024645	05/01/2023	ACCT# 076424512-0788370-	401-6-645-341-000	142.35
NEW MEXICO GAS COMPAN	CC024645	05/01/2023	ACCT# 076424512-0788370-	401-6-692-341-000	64.27
NEW MEXICO GAS COMPAN	CC024645	05/01/2023	ACCT# 076424512-0788370-	401-6-692-341-000	727.47
Vendor NEW MEXICO GAS COMPANY INC Total:					934.09
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0010373	05/09/2023	NM RETIREE HEALTH CARE P	628-2-200-020-000	23.79
NM RETIREE HEALTH CARE A	INV0010381	05/09/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	78.71
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					102.50
Vendor: REGIONAL IMAGING ENM, LLC					
REGIONAL IMAGING ENM, LL	CC024651	05/08/2023	ACCT# 16004208	427-6-639-270-000	40.49
Vendor REGIONAL IMAGING ENM, LLC Total:					40.49

Expense Approval Register

Packet: APPKT02564 - CHECK RUN 5/12/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROBERTINA RAMIREZ					
ROBERTINA RAMIREZ	CC024667	05/12/2023	COURT COMPLIANCE TRAIN/	432-7-761-226-000	123.69
Vendor ROBERTINA RAMIREZ Total:					<u>123.69</u>
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	FY23-10WT	05/09/2023	DWI/ WHY TRY PROGRAM FY	631-8-885-267-000	2,805.00
Vendor ROSWELL W.F.L. Total:					<u>2,805.00</u>
Vendor: SAN JUAN COUNTY					
SAN JUAN COUNTY	#001	05/03/2023	JUVIE HOUSING FOR CCDC I	401-6-645-268-000	2,200.00
Vendor SAN JUAN COUNTY Total:					<u>2,200.00</u>
Vendor: SANTA FE COUNTY					
SANTA FE COUNTY	CHAV4-2023	05/01/2023	HOUSING INMATE FOR CCDC	650-6-684-268-000	475.00
Vendor SANTA FE COUNTY Total:					<u>475.00</u>
Vendor: SCHINDLER ELEVATOR CORP					
SCHINDLER ELEVATOR CORP	7153573690	05/01/2023	REPAIRED ELEVATOR/ DOORS	401-6-692-267-000	4,030.34
Vendor SCHINDLER ELEVATOR CORP Total:					<u>4,030.34</u>
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC024666	05/10/2023	ACCT# 54-3949473-4	411-8-814-341-000	182.78
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					<u>182.78</u>
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	89906	05/01/2023	SUPPLIES	401-6-691-230-000	94.92
STARR JANITORIAL INC.	89934	05/01/2023	MAINT	401-6-691-230-000	86.28
STARR JANITORIAL INC.	89954	05/01/2023	SUPPLIES	401-6-691-230-000	91.41
STARR JANITORIAL INC.	89955	05/01/2023	SUPPLIES	401-6-691-230-000	199.42
STARR JANITORIAL INC.	90039	05/04/2023	SUPPLIES	401-6-691-230-000	113.81
Vendor STARR JANITORIAL INC. Total:					<u>585.84</u>
Vendor: STEPHANIE SILVAS					
STEPHANIE SILVAS	CC024665	05/11/2023	COURT COMPLIANCE TRAINI	432-7-761-226-000	106.02
Vendor STEPHANIE SILVAS Total:					<u>106.02</u>
Vendor: SYSCO USA 1, INC					
SYSCO USA 1, INC	366375141	05/01/2023	ACCT# 559369	631-8-888-230-000	992.75
SYSCO USA 1, INC	366376898	05/01/2023	ACCT# 559369	631-8-888-230-000	64.50
SYSCO USA 1, INC	366379386	05/01/2023	ACCT# 559369	631-8-888-230-000	36.25
SYSCO USA 1, INC	366389956	05/01/2023	ACCT# 559369	631-8-888-230-000	700.91
SYSCO USA 1, INC	366389960	05/01/2023	ACCT# 599369	631-8-888-230-000	463.02
SYSCO USA 1, INC	366421420	05/03/2023	ACCT# 559369	631-8-888-230-000	331.41
SYSCO USA 1, INC	366425668	05/06/2023	ACCT# 559369	631-8-888-230-000	624.03
Vendor SYSCO USA 1, INC Total:					<u>3,212.87</u>
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY23-10RR	05/04/2023	DWI DISTRIBUTION/FY 22-23	432-7-761-267-000	2,000.00
Vendor THE ROSWELL REFUGE Total:					<u>2,000.00</u>
Vendor: VERIZON CONNECT NWF INC.					
VERIZON CONNECT NWF INC	OSV000003054864	05/01/2023	CUSTOMER ID: CHAV004	401-6-619-267-000	1,835.97
Vendor VERIZON CONNECT NWF INC. Total:					<u>1,835.97</u>
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	33981776	05/03/2023	ACCT# 016-1579071-000	432-7-761-251-000	288.88
VISUAL EDGE IT, INC	34010727	05/08/2023	ACCT# 017-1663050-000	670-6-671-375-000	375.62
Vendor VISUAL EDGE IT, INC Total:					<u>664.50</u>
Grand Total:					<u><u>608,901.95</u></u>

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	147,371.02
402 - ROAD FUND	56,249.45
407 - DUNKEN VOLUNTEER FIRE FND	6,104.44
410 - MIDWAY VOLUNTEER FIRE FND	328.46
411 - BERRENDO VOLUNTEER FIRE	553.02
412 - SIERRA VOLUNTEER FIRE FND	8,838.54
414 - CC FIRE DIST #8 VOL FIRE	75.38
427 - INDIGENT HOSPITAL CLAIMS	3,700.47
431 - PUBLIC SAFETY GRANT	404.36
432 - DWI GRANT FUNDS	11,495.52
435 - CORRECTION GRANTS	2,600.23
437 - ENVIRONMENTAL TAX	15,477.59
452 - FLOOD CONTROL	22,129.28
628 - PROPERTY VALUATION	3,569.66
631 - OTHER GRANTS & CONTRACTS	277,339.53
650 - DETENTION CONSTRUCTION PJ	52,289.38
670 - INTERNAL SERVICES	375.62
Grand Total:	608,901.95

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,525.77
401-2-200-007-000	MEDICAL INSURANCE PA	118,622.07
401-2-200-020-000	RETIREE H/C PAYABLE	78.71
401-2-200-021-000	VISION CARE PAYABLE	1,307.03
401-2-200-201-000	Delta Dental	1,069.69
401-6-619-267-000	CONTRACTUAL SERVICES	1,835.97
401-6-645-268-000	CARE OF PRISONER SER	12,200.00
401-6-645-341-000	UTILITIES	142.35
401-6-691-230-000	SUPPLIES/TOOLS	585.84
401-6-691-243-000	HIGHWAY LIGHTS	669.78
401-6-692-267-000	CONTRACTUAL SERVICES	4,030.34
401-6-692-341-000	UTILITIES	791.74
401-6-696-257-000	FACILITY MAINT/REPAIR	3,511.73
402-2-200-005-000	GROUP INSURANCE PAY	655.18
402-2-200-007-000	MEDICAL INSURANCE PA	36,088.76
402-2-200-021-000	VISION CARE PAYABLE	330.65
402-2-200-201-000	DELTA DENTAL	64.61
402-6-653-104-000	TEMPORARY SALARIES	1,375.22
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	44.01
402-6-653-230-000	SUPPLIES/TOOLS	1,498.14
402-6-653-290-000	PAVING PROJECTS-COOP	16,192.88
407-8-811-221-000	VEH/HVY EQUIP. REPAIR	6,104.44
410-8-816-341-000	UTILITIES	328.46
411-8-814-267-000	CONTRACTUAL SERVICES	183.10
411-8-814-341-000	UTILITIES	369.92
412-8-815-221-000	VEH/HVY EQUIP. REPAIR	4,190.00
412-8-815-260-000	PROFESSIONAL SERVICE	4,476.00
412-8-815-267-000	CONTRACTUAL SERVICES	172.54
414-8-819-341-000	UTILITIES	75.38
427-2-200-005-000	GROUP INSURANCE PAY	68.94
427-2-200-007-000	MEDICAL INSURANCE PA	2,106.44
427-2-200-021-000	VISION CARE PAYABLE	22.66
427-2-200-201-000	VOUCHERS PAYABLE	96.94
427-6-638-260-000	PROFESSIONAL SERVICE	1,365.00
427-6-639-270-000	PAYMENT OF HOSPITAL	40.49
431-2-200-005-000	GROUP INSURANCE PAY	5.91
431-2-200-007-000	MEDICAL INSURANCE PA	395.19
431-2-200-021-000	VISION CARE PAYABLE	3.26

Account Summary

Account Number	Account Name	Expense Amount
432-2-200-005-000	GROUP INSURANCE PAY	49.36
432-2-200-007-000	MEDICAL INS. PAYABLE	3,509.61
432-2-200-021-000	VISION CARE PAYABLE	42.96
432-7-761-226-000	MILEAGE REIMBURSEME	229.71
432-7-761-251-000	RENTALS	288.88
432-7-761-267-000	CONTRACTUAL SERVICES	5,125.00
432-7-766-267-000	CONTRACTUAL SERVICES	2,250.00
435-2-200-005-000	GROUP INSURANCE PAY	21.79
435-2-200-007-000	MEDICAL INSURANCE PA	2,552.14
435-2-200-021-000	VISION CARE PAYABLE	26.30
437-2-200-005-000	GROUP INSURANCE PAY	31.34
437-2-200-007-000	MEDICAL INSURANCE PA	2,600.87
437-2-200-021-000	VISION CARE PAYABLE	22.62
437-2-200-201-000	DELTA DENTAL	64.61
437-6-659-242-000	LANDFILL EXPENSES	12,536.23
437-6-659-341-000	UTILITIES	221.92
452-2-200-005-000	GROUP INSURANCE PAY	324.48
452-2-200-007-000	MEDICAL INSURANCE PA	10,112.08
452-2-200-021-000	VISION CARE PAYABLE	106.53
452-8-832-223-000	VEHICLE FUELS	2,069.11
452-8-832-230-000	SUPPLIES/TOOLS	41.24
452-8-832-341-000	UTILITIES	55.89
452-8-832-375-000	LEASE PURCHASE	9,419.95
628-2-200-005-000	GROUP INSURANCE PAY	67.10
628-2-200-007-000	MEDICAL INSURANCE PA	3,331.20
628-2-200-020-000	RETIREE H/C PAYABLE	23.79
628-2-200-021-000	VISION CARE PAYABLE	50.63
628-2-200-201-000	VOUCHERS PAYABLE	96.94
631-8-884-226-000	MILEAGE REIMBURSEME	4,769.32
631-8-884-376-000	LAND/BUILDING - COUN	253,902.34
631-8-885-260-000	PROFESSIONAL SERVICE	25.00
631-8-885-267-000	OTHER CONTRACT SERVI	15,430.00
631-8-888-230-000	SUPPLIES	3,212.87
650-6-684-264-000	FEEDING OF PRISONERS	51,814.38
650-6-684-268-000	HOUSING OF PRISONERS	475.00
670-6-671-375-000	LEASE PURCHASE PAYME	375.62
	Grand Total:	608,901.95



Project Account Summary

Project Account Key	Expense Amount
None	608,901.95
Grand Total:	608,901.95



Expense Approval Register

Packet: APPKT02570 - CHECK RUN 5/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0010389	05/18/2023	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0010389	05/18/2023	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
Vendor ALTON'S POWER BLOCK GYM INC Total:					59.27
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	1255	05/03/2023	BLM MEETING/TRAVEL SPLIT	401-6-619-260-000	1,953.00
Vendor AMERICAN STEWARDS OF LIBERTY Total:					1,953.00
Vendor: B DIAMOND INFRA LLC					
B DIAMOND INFRA LLC	005822	05/01/2023	MAY 2023 RENT FOR CAPITA	401-7-751-251-000	601.00
Vendor B DIAMOND INFRA LLC Total:					601.00
Vendor: BELL GAS INC.					
BELL GAS INC.	34846	05/11/2023	ACCT# 11020	452-8-832-223-000	2,751.26
Vendor BELL GAS INC. Total:					2,751.26
Vendor: BELL GAS INC					
BELL GAS INC	309104	05/16/2023	ICE FOR ROAD	402-6-653-230-000	226.00
Vendor BELL GAS INC Total:					226.00
Vendor: CARLSBAD ANESTHESIA SERVICES LLC					
CARLSBAD ANESTHESIA SERV	CC024683	05/16/2023	ACCT# 2113002	427-6-639-270-000	184.30
Vendor CARLSBAD ANESTHESIA SERVICES LLC Total:					184.30
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0010394	05/18/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CHALMERS FORD INC					
CHALMERS FORD INC	690544	05/11/2023	VIN# 2FMPK4G91PABA0197	402-6-681-372-000	40,590.00
CHALMERS FORD INC	690560	05/16/2023	VIN# 1FMSK8BHPGA00640	635-6-682-372-000	39,640.00
CHALMERS FORD INC	690564	05/11/2023	1FTFW1E86PFA00332/1FTF	402-6-681-372-000	105,356.00
Vendor CHALMERS FORD INC Total:					185,586.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC024683	05/01/2023	ACCT# 52230/ FIRE HYDRAN	402-6-653-291-000	102.25
Vendor CITY OF ROSWELL Total:					102.25
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0010396	05/18/2023	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,725.19
COLONIAL LIFE & ACCIDENT	INV0010396	05/18/2023	COLONIAL LIFE PAYABLE	402-2-200-016-000	420.21
COLONIAL LIFE & ACCIDENT	INV0010396	05/18/2023	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0010396	05/18/2023	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0010396	05/18/2023	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0010396	05/18/2023	COLONIAL LIFE PAYABLE	452-2-200-016-000	182.63
COLONIAL LIFE & ACCIDENT	INV0010396	05/18/2023	COLONIAL LIFE PAYABLE	628-2-200-016-000	49.44
Vendor COLONIAL LIFE & ACCIDENT CO Total:					2,550.84
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	136333	05/01/2023	ACCT# 11390	402-6-653-290-000	5,323.31
CONSTRUCTORS INC	136334	05/01/2023	ACCT# 11390	402-6-653-290-000	12,381.94
Vendor CONSTRUCTORS INC Total:					17,705.25
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-136909	05/01/2023	WALKING TRAIL CONCRETE/	401-6-621-253-000	217.75
COOPERATIVE EDUCATIONAL	24-136909	05/01/2023	WALKING TRAIL CONCRETE/	631-8-886-267-000	17,202.31
COOPERATIVE EDUCATIONAL	24-137483	05/15/2023	SIDEWALK REPLACEMENT/C	635-6-682-381-000	54,575.45
Vendor COOPERATIVE EDUCATIONAL SVCS. Total:					71,995.51

Expense Approval Register

Packet: APPKT02570 - CHECK RUN 5/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CRM ENTERPRISES, LLC					
CRM ENTERPRISES, LLC	42622	05/01/2023	EMBROIDERY 10 UNIFORMS	401-7-752-238-000	88.00
Vendor CRM ENTERPRISES, LLC Total:					88.00
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2777884	05/07/2023	ACCT# 030-0074601-000	402-6-653-251-000	3,696.88
Vendor DEERE CREDIT, INC Total:					3,696.88
Vendor: ELITE MEDICAL TRANSPORT LLC					
ELITE MEDICAL TRANSPORT	CC024673	05/12/2023	ACCT# 237471	427-6-639-270-000	460.82
Vendor ELITE MEDICAL TRANSPORT LLC Total:					460.82
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901119	05/10/2023	TEMPS/CARRILLO/SATTERFIE	402-6-653-104-000	1,571.68
Vendor ITS QUEST, INC Total:					1,571.68
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0010405	05/18/2023	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010406	05/18/2023	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010407	05/18/2023	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010408	05/18/2023	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010409	05/18/2023	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010410	05/18/2023	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010411	05/18/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010412	05/18/2023	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010413	05/18/2023	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010414	05/18/2023	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010415	05/18/2023	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010416	05/18/2023	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010417	05/18/2023	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010418	05/18/2023	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010419	05/18/2023	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010420	05/18/2023	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010421	05/18/2023	SAMUEL LUERAS UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010422	05/18/2023	Justin Thompson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010423	05/18/2023	Joel Smoyer Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010424	05/18/2023	John White Union Dues	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					500.00
Vendor: LOUIS JARAMILLO					
LOUIS JARAMILLO	CC024687	05/15/2023	2023 ASFPM CONF/5/8-12	401-6-624-225-000	89.16
Vendor LOUIS JARAMILLO Total:					89.16
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC024668	05/08/2023	ACCT# 076846512-0792590-	411-8-814-341-000	49.54
NEW MEXICO GAS COMPAN	CC024669	05/09/2023	ACCT# 077058012-0794705-	410-8-816-341-000	49.56
NEW MEXICO GAS COMPAN	CC024670	05/09/2023	ACCT# 077227312-0796398-	408-8-812-341-000	72.13
NEW MEXICO GAS COMPAN	CC024670	05/09/2023	ACCT# 077227312-1237385-	408-8-812-341-000	37.55
NEW MEXICO GAS COMPAN	CC024671	05/08/2023	ACCT# 077937001-0803495-	411-8-814-341-000	37.09
NEW MEXICO GAS COMPAN	CC024674	05/12/2023	ACCT# 115435453-0797988-	401-6-699-341-000	32.23
NEW MEXICO GAS COMPAN	CC024675	05/12/2023	ACCT# 077991703-0797981-	401-6-691-341-000	34.94
NEW MEXICO GAS COMPAN	CC024676	05/12/2023	ACCT# 077991703-0797982-	401-6-691-341-000	40.40
NEW MEXICO GAS COMPAN	CC024677	05/12/2023	ACCT# 077991703-0804041-	401-6-691-341-000	30.71
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-612-341-000	0.50
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-613-341-000	0.50
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-614-341-000	0.50
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-616-341-000	0.50
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-621-341-000	0.50
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-621-341-000	0.50
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-622-341-000	1.91
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-624-341-000	2.30
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-625-341-000	0.50
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-631-341-000	1.04
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-6-632-341-000	0.67

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-7-721-341-000	7.13
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-7-731-341-000	4.23
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-7-741-341-000	3.06
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	401-7-751-341-000	9.74
NEW MEXICO GAS COMPAN	CC024678	05/12/2023	ACCT# 115435453-1203867-	427-6-638-341-000	1.06
Vendor NEW MEXICO GAS COMPANY INC Total:					418.79
Vendor: NEW YORK LIFE INSURANCE					
NEW YORK LIFE INSURANCE	INV0010401	05/18/2023	NEW YORK LIFE	401-2-200-015-000	876.08
NEW YORK LIFE INSURANCE	INV0010401	05/18/2023	NEW YORK LIFE	402-2-200-015-000	345.53
NEW YORK LIFE INSURANCE	INV0010401	05/18/2023	NEW YORK LIFE	427-2-200-015-000	106.18
NEW YORK LIFE INSURANCE	INV0010401	05/18/2023	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0010401	05/18/2023	NEW YORK LIFE	435-2-200-015-000	44.88
NEW YORK LIFE INSURANCE	INV0010401	05/18/2023	NEW YORK LIFE	452-2-200-015-000	40.00
Vendor NEW YORK LIFE INSURANCE Total:					1,439.84
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0010403	05/18/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	5,441.65
NM RETIREE HEALTH CARE A	INV0010403	05/18/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,792.60
NM RETIREE HEALTH CARE A	INV0010403	05/18/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0010403	05/18/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	168.21
NM RETIREE HEALTH CARE A	INV0010403	05/18/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	158.01
NM RETIREE HEALTH CARE A	INV0010403	05/18/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	73.59
NM RETIREE HEALTH CARE A	INV0010403	05/18/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	554.47
NM RETIREE HEALTH CARE A	INV0010403	05/18/2023	NM RETIREE HEALTH CARE P	628-2-200-020-000	209.16
NM RETIREE HEALTH CARE A	INV0010404	05/18/2023	NM Retiree HealthCare Law	401-2-200-020-000	3,089.30
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,602.49
Vendor: NMAC TREASURERS AFFILIATE					
NMAC TREASURERS AFFILIAT	2023-01	05/18/2023	ANNUAL DUES	401-7-741-253-000	25.00
Vendor NMAC TREASURERS AFFILIATE Total:					25.00
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0010387	05/18/2023	LEGAL SHIELD PAYABLE	401-2-200-022-000	127.55
PRE-PAID LEGAL SERVICES IN	INV0010387	05/18/2023	LEGAL SHIELD PAYABLE	402-2-200-022-000	117.60
PRE-PAID LEGAL SERVICES IN	INV0010387	05/18/2023	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
Vendor PRE-PAID LEGAL SERVICES INC Total:					279.05
Vendor: RICHARD L GUTIERREZ					
RICHARD L GUTIERREZ	CC024686	05/15/2023	NM LEAGUE OF ZONING/5/3	401-6-624-226-000	178.38
Vendor RICHARD L GUTIERREZ Total:					178.38
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	CC024684	05/10/2023	PUBLICATION-NOTICE OF 2N	401-7-741-252-000	180.95
ROSWELL DAILY RECORD	CC024685	05/10/2023	PUBLICATION-NOTICE OF 2N	401-7-741-252-000	180.95
Vendor ROSWELL DAILY RECORD Total:					361.90
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	2898	05/01/2023	TRANSPORT/USP FLORENCE/	650-6-684-228-000	2,746.14
SECURITY TRANSPORT SERVI	2936	05/02/2023	TRASPORT/ OBION/ CCDC	650-6-684-228-000	3,212.31
Vendor SECURITY TRANSPORT SERVICES INC Total:					5,958.45
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC024679	05/12/2023	ACCT# 54-1632663-1	401-6-619-341-000	45.14
SOUTHWESTERN PUBLIC SER	CC024679	05/12/2023	ACCT# 54-1632663-1	401-6-691-341-000	444.33
SOUTHWESTERN PUBLIC SER	CC024679	05/12/2023	ACCT# 54-1632663-1	401-6-699-341-000	63.46
SOUTHWESTERN PUBLIC SER	CC024679	05/12/2023	ACCT# 54-1632663-1	401-6-699-341-000	167.76
SOUTHWESTERN PUBLIC SER	CC024679	05/12/2023	ACCT# 54-1632663-1	401-6-699-341-000	90.84
SOUTHWESTERN PUBLIC SER	CC024679	05/12/2023	ACCT# 54-1632663-1	401-6-699-341-000	205.47
SOUTHWESTERN PUBLIC SER	CC024679	05/12/2023	ACCT# 54-1632663-1	401-6-699-341-000	210.10
SOUTHWESTERN PUBLIC SER	CC024679	05/12/2023	ACCT# 54-1632663-1	437-6-659-341-000	56.63
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-612-341-000	81.44
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-613-341-000	81.44
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-614-341-000	81.44
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-616-341-000	81.44
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-621-341-000	81.44

Expense Approval Register

Packet: APPKT02570 - CHECK RUN 5/19/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-621-341-000	81.44
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-622-341-000	308.89
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-624-341-000	373.48
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-625-341-000	81.44
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-631-341-000	168.49
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-6-632-341-000	108.96
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-7-721-341-000	1,156.38
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-7-731-341-000	685.74
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-7-741-341-000	496.48
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	401-7-751-341-000	1,579.29
SOUTHWESTERN PUBLIC SER	CC024680	05/12/2023	ACCT# 54-3943824-7	427-6-638-341-000	168.45
SOUTHWESTERN PUBLIC SER	CC024681	05/12/2023	ACCT# 54-3943804-3	401-6-693-341-000	1,503.13
SOUTHWESTERN PUBLIC SER	CC024682	05/15/2023	ACCT# 54-3943725-7	408-8-812-341-000	73.87
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					8,476.97
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0010390	05/18/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0010392	05/18/2023	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0010393	05/18/2023	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0010397	05/18/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0010398	05/18/2023	000207794- HUERTA	402-2-200-018-000	189.69
Vendor STATE OF NEW MEXICO Total:					742.92
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0010391	05/18/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0010395	05/18/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	61895	05/01/2023	ACCT# RF1007647	402-6-653-221-000	28.45
THE FORD HOUSE, LLC	61973	05/04/2023	ACCT# RF1007647	402-6-653-221-000	307.50
THE FORD HOUSE, LLC	62017	05/10/2023	ACCT# RF1007647	402-6-653-221-000	280.50
THE FORD HOUSE, LLC	62018	05/10/2023	ACCT# RF1007647	402-6-653-221-000	14.78
Vendor THE FORD HOUSE, LLC Total:					631.23
Vendor: THE MASTER'S TOUCH, LLC					
THE MASTER'S TOUCH, LLC	E86811	05/18/2023	DELINQUENT TAX NOTICE MAI	401-7-741-339-000	2,450.00
Vendor THE MASTER'S TOUCH, LLC Total:					2,450.00
Vendor: TNTX, LLC					
TNTX, LLC	DE-37579	05/16/2023	VIN# 1FVHCYD29PHNY9652	402-6-681-371-000	169,308.65
Vendor TNTX, LLC Total:					169,308.65
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	130-136164	05/01/2023	ANNUAL MAINT FOR NEW W	401-7-751-249-000	80,043.60
Vendor TYLER TECHNOLOGIES Total:					80,043.60
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0010386	05/18/2023	UNITED WAY PAYABLE	401-2-200-010-000	41.19
UNITED WAY OF CHAVES CO	INV0010386	05/18/2023	UNITED WAY PAYABLE	402-2-200-010-000	25.00
UNITED WAY OF CHAVES CO	INV0010386	05/18/2023	UNITED WAY PAYABLE	452-2-200-010-000	5.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					71.19
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	34010726	05/08/2023	ACCT# 015-1458791-000	620-7-725-251-000	179.52
VISUAL EDGE IT, INC	34051631	05/15/2023	ACCT# 025-1777394-000	670-6-671-375-000	1,780.21
Vendor VISUAL EDGE IT, INC Total:					1,959.73
Vendor: WEX BANK					
WEX BANK	CC024672	05/01/2023	ACCT# 0496-00-237636-6	401-7-752-223-000	3,519.17
Vendor WEX BANK Total:					3,519.17
Grand Total:					578,442.73

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	110,840.58
402 - ROAD FUND	342,105.52
408 - EAST GRAND PLAINS VOLFIRE	183.55
410 - MIDWAY VOLUNTEER FIRE FND	49.56
411 - BERRENDO VOLUNTEER FIRE	86.63
427 - INDIGENT HOSPITAL CLAIMS	1,156.97
432 - DWI GRANT FUNDS	256.78
435 - CORRECTION GRANTS	505.02
437 - ENVIRONMENTAL TAX	130.22
452 - FLOOD CONTROL	3,533.36
620 - CLERK RECORDING & FILING	179.52
628 - PROPERTY VALUATION	258.60
631 - OTHER GRANTS & CONTRACTS	17,202.31
635 - EMERGENCY/CAPITAL OUTLAY	94,215.45
650 - DETENTION CONSTRUCTION PJ	5,958.45
670 - INTERNAL SERVICES	1,780.21
Grand Total:	578,442.73

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	541.19
401-2-200-015-000	NEW YORK LIFE INSURA	876.08
401-2-200-016-000	GLOBE LIFE PAYABLE	1,725.19
401-2-200-018-000	CHILD ENFORCEMENT P	1,130.46
401-2-200-020-000	RETIREE H/C PAYABLE	8,530.95
401-2-200-022-000	PRE-PAID LEGAL PAYABL	127.55
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-612-341-000	UTILITIES	81.94
401-6-613-341-000	UTILITIES	81.94
401-6-614-341-000	UTILITIES	81.94
401-6-616-341-000	UTILITIES	81.94
401-6-619-260-000	PROFESSIONAL SERVICE	1,953.00
401-6-619-341-000	UTILITIES	45.14
401-6-621-253-000	DUES & OTHER FEES	217.75
401-6-621-341-000	UTILITIES	163.88
401-6-622-341-000	UTILITIES	310.80
401-6-624-225-000	PER DIEM EXPENSE	89.16
401-6-624-226-000	MILEAGE REIMBURSEME	178.38
401-6-624-341-000	UTILITIES	375.78
401-6-625-341-000	UTILITIES	81.94
401-6-631-341-000	UTILITIES	169.53
401-6-632-341-000	UTILITIES	109.63
401-6-691-341-000	UTILITIES	550.38
401-6-693-341-000	UTILITIES	1,503.13
401-6-699-341-000	UTILITIES	769.86
401-7-721-341-000	UTILITIES	1,163.51
401-7-731-341-000	UTILITIES	689.97
401-7-741-252-000	PRINTING/PUBLISHING	361.90
401-7-741-253-000	DUES & OTHER FEES	25.00
401-7-741-339-000	POSTAGE/FREIGHT	2,450.00
401-7-741-341-000	UTILITIES	499.54
401-7-751-249-000	EQUIP MAINT/AGREEME	80,043.60
401-7-751-251-000	RENTALS	601.00
401-7-751-341-000	UTILITIES	1,589.03
401-7-752-223-000	VEHICLE FUELS	3,519.17
401-7-752-238-000	UNIFORM EXPENSES	88.00
402-2-200-010-000	UNITED WAY PAYABLE	25.00
402-2-200-015-000	NEW YORK LIFE INSURA	345.53
402-2-200-016-000	GLOBE LIFE PAYABLE	420.21

Account Summary

Account Number	Account Name	Expense Amount
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,792.60
402-2-200-022-000	PRE-PAID LEGAL PAYABL	117.60
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-653-104-000	TEMPORARY SALARIES	1,571.68
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	631.23
402-6-653-230-000	SUPPLIES/TOOLS	226.00
402-6-653-251-000	RENTALS	3,696.88
402-6-653-290-000	PAVING PROJECTS-COOP	17,705.25
402-6-653-291-000	ROAD PROJECTS-OTHER	102.25
402-6-681-371-000	EQUIPMENT/MACHINER	169,308.65
402-6-681-372-000	VEHICLES	145,946.00
408-8-812-341-000	UTILITIES	183.55
410-8-816-341-000	UTILITIES	49.56
411-8-814-341-000	UTILITIES	86.63
427-2-200-015-000	NEW YORK LIFE INSURA	106.18
427-2-200-016-000	GLOBE LIFE PAYABLE	86.76
427-2-200-020-000	RETIREE H/C PAYABLE	115.50
427-2-200-022-000	PRE-PAID LEGAL PAYABL	33.90
427-6-638-341-000	UTILITIES	169.51
427-6-639-270-000	PAYMENT OF HOSPITAL	645.12
432-2-200-015-000	NEW YORK LIFE INSURA	27.17
432-2-200-016-000	GLOBE LIFE PAYABLE	61.40
432-2-200-020-000	RETIREE H/C PAYABLE	168.21
435-2-200-011-000	MISCELLANEOUS PAYABL	276.92
435-2-200-015-000	NEW YORK INSURANCE	44.88
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
435-2-200-020-000	RETIREE H/C PAYABLE	158.01
437-2-200-020-000	RETIREE H/C PAYABLE	73.59
437-6-659-341-000	UTILITIES	56.63
452-2-200-010-000	UNITED WAY PAYABLE	5.00
452-2-200-015-000	NEW YORK LIFE INSURA	40.00
452-2-200-016-000	GLOBE LIFE PAYABLE	182.63
452-2-200-020-000	RETIREE H/C PAYABLE	554.47
452-8-832-223-000	VEHICLE FUELS	2,751.26
620-7-725-251-000	RENTALS	179.52
628-2-200-016-000	GLOBE LIFE PAYABLE	49.44
628-2-200-020-000	RETIREE H/C PAYABLE	209.16
631-8-886-267-000	CONTRACTUAL SERVICES	17,202.31
635-6-682-372-000	VEHICLES	39,640.00
635-6-682-381-000	CONSTRUCTION PROJEC	54,575.45
650-6-684-228-000	TRANSPORT PRISONERS	5,958.45
670-6-671-375-000	LEASE PURCHASE PAYME	1,780.21
	Grand Total:	578,442.73

A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to read 'John J. [unclear]'. The stamp contains some illegible text and a grid pattern.

Project Account Summary

Project Account Key	Expense Amount
None	578,442.73
Grand Total:	578,442.73



Expense Approval Register

Packet: APPKT02574 - CHECK RUN 5/26/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	80095	05/16/2023	GRANT EQUIPMENT PURCHA	631-8-889-373-000	187,480.00
Vendor ARTESIA FIRE EQUIPMENT INC. Total:					187,480.00
Vendor: ARTESIA GENERAL HOSPITAL					
ARTESIA GENERAL HOSPITAL	CC024697	05/23/2023	A0510468001CC	427-6-639-270-000	70.73
Vendor ARTESIA GENERAL HOSPITAL Total:					70.73
Vendor: BELL GAS INC					
BELL GAS INC	309121	05/23/2023	CUST# 460785	452-8-832-230-000	54.65
Vendor BELL GAS INC Total:					54.65
Vendor: BERNALILLO COUNTY					
BERNALILLO COUNTY	76158	05/12/2023	JUVIE INMATE HOUSING	401-6-645-268-000	6,750.00
Vendor BERNALILLO COUNTY Total:					6,750.00
Vendor: BRIAN ARCHULETA					
BRIAN ARCHULETA	CC024698	05/18/2023	NMLZO CONF P&Z/MAY 3-5	401-6-624-225-000	52.72
BRIAN ARCHULETA	CC024698	05/18/2023	NMLZO CONF P&Z/MAY 3-5	401-6-624-226-000	176.85
Vendor BRIAN ARCHULETA Total:					229.57
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	2023-02	05/22/2023	ANNUAL ALLOCATION FY 22-	635-6-671-403-000	25,000.00
Vendor CITY OF ROSWELL Total:					25,000.00
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2781531	05/18/2023	ACCT# 030-0069875-000	402-6-653-251-000	3,549.69
DEERE CREDIT, INC	2781532	05/18/2023	ACCT#030-0069878-000	402-6-653-251-000	3,549.69
Vendor DEERE CREDIT, INC Total:					7,099.38
Vendor: FORREST TIRE OF ROSWELL, NM INC.					
FORREST TIRE OF ROSWELL,	1067338	05/11/2023	UNITS # 1000, 1001, 1002	401-7-751-221-000	209.85
FORREST TIRE OF ROSWELL,	1067342	05/11/2023	TIRES FOR CCSO UNITS.	401-7-751-221-000	4,188.16
Vendor FORREST TIRE OF ROSWELL, NM INC. Total:					4,398.01
Vendor: HOLLYFRONTIER CORP					
HOLLYFRONTIER CORP	203033940	05/19/2023	ACCT# 1100353	402-6-653-291-000	4,550.92
HOLLYFRONTIER CORP	203039840	05/22/2023	ACCT# 1100353	402-6-653-291-000	4,270.39
HOLLYFRONTIER CORP	203039841	05/22/2023	ACCT# 1100353	402-6-653-291-000	276.15
Vendor HOLLYFRONTIER CORP Total:					9,097.46
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901128	05/17/2023	TEMPS/CARRILLO/SATTERFIE	402-6-653-104-000	1,571.68
Vendor ITS QUEST, INC Total:					1,571.68
Vendor: LEA COUNTY					
LEA COUNTY	CC024696	05/22/2023	HOUSING CCDC INMATES	650-6-684-268-000	1,200.00
Vendor LEA COUNTY Total:					1,200.00
Vendor: MIXER CENTER ROSWELL LLC					
MIXER CENTER ROSWELL LLC	13308	05/25/2023	FLOOD ATTACHMENT TO EQ	452-8-832-371-000	2,595.00
Vendor MIXER CENTER ROSWELL LLC Total:					2,595.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC024690	05/15/2023	ACCT # 077702112-0801146-	402-6-651-341-000	161.99
NEW MEXICO GAS COMPAN	CC024691	05/15/2023	ACCT# 077726812-0801393-	412-8-815-341-000	39.23
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-612-341-000	1.53
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-613-341-000	1.53
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-614-341-000	1.53
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-616-341-000	1.53
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-621-341-000	1.53
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-621-341-000	1.53

Expense Approval Register

Packet: APPKT02574 - CHECK RUN 5/26/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-622-341-000	5.80
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-624-341-000	7.02
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-625-341-000	1.53
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-631-341-000	3.17
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-6-632-341-000	2.05
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-7-721-341-000	21.72
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-7-731-341-000	12.88
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-7-741-341-000	9.33
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	401-7-751-341-000	29.67
NEW MEXICO GAS COMPAN	CC024692	05/12/2023	ACCT# 115435453-1201470-	427-6-638-341-000	3.15
NEW MEXICO GAS COMPAN	CC024693	05/15/2023	ACCT# 078156501-0805690-	650-6-684-341-000	591.95
Vendor NEW MEXICO GAS COMPANY INC Total:					898.67
Vendor: OLIVE TREE INVESTMENTS, LLC					
OLIVE TREE INVESTMENTS, L	CC024695	05/23/2023	110 E MESCALERO RD	635-6-682-375-000	15,000.00
Vendor OLIVE TREE INVESTMENTS, LLC Total:					15,000.00
Vendor: PLUTO ACQUISITION OpCo, LLC					
PLUTO ACQUISITION OpCo, L	202303012802-1	05/01/2023	RE-ISSUE LOST CK/BACKGRO	401-6-613-260-000	130.63
PLUTO ACQUISITION OpCo, L	202304012802	05/01/2023	EMPLOYEE BACKGROUNG SC	401-6-613-260-000	99.52
Vendor PLUTO ACQUISITION OpCo, LLC Total:					230.15
Vendor: REGENTS OF NEW MEXICO					
REGENTS OF NEW MEXICO	GR007435-1	05/22/2023	ANNUAL ALLOCATION FY 22-	401-6-671-438-000	35,000.00
Vendor REGENTS OF NEW MEXICO Total:					35,000.00
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	90134	05/11/2023	SUPPLIES	401-6-691-230-000	246.54
Vendor STARR JANITORIAL INC. Total:					246.54
Vendor: TEXAS UNITED CORP					
TEXAS UNITED CORP	90919426	05/19/2023	ACCT# 3006600	401-6-696-230-000	2,499.00
Vendor TEXAS UNITED CORP Total:					2,499.00
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	CC024694	05/20/2023	ACCT# 670	401-7-751-341-000	82.88
Vendor TOWN OF HAGERMAN Total:					82.88
Vendor: TOWN OF LAKE ARTHUR					
TOWN OF LAKE ARTHUR	2022323	05/23/2023	ANNUAL ALLOCATION FY 22-	635-6-671-420-000	17,500.00
Vendor TOWN OF LAKE ARTHUR Total:					17,500.00
Vendor: VERIZON CONNECT NWF INC.					
VERIZON CONNECT NWF INC	CHAV004	05/02/2023	PARTS/ CUST#CHAV004	401-6-619-267-000	90.69
Vendor VERIZON CONNECT NWF INC. Total:					90.69
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	34098214	05/22/2023	ACCT# 016-1560570-000	452-8-832-251-000	271.84
VISUAL EDGE IT, INC	34098216	05/22/2023	ACCT# 016-1539862-000	670-6-671-375-000	153.89
Vendor VISUAL EDGE IT, INC Total:					425.73
Grand Total:					317,520.14

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	49,629.19
402 - ROAD FUND	17,930.51
412 - SIERRA VOLUNTEER FIRE FND	39.23
427 - INDIGENT HOSPITAL CLAIMS	73.88
452 - FLOOD CONTROL	2,921.49
631 - OTHER GRANTS & CONTRACTS	187,480.00
635 - EMERGENCY/CAPITAL OUTLAY	57,500.00
650 - DETENTION CONSTRUCTION PJ	1,791.95
670 - INTERNAL SERVICES	153.89
Grand Total:	317,520.14

Account Summary

Account Number	Account Name	Expense Amount
401-6-612-341-000	UTILITIES	1.53
401-6-613-260-000	PROFESSIONAL SERVICE	230.15
401-6-613-341-000	UTILITIES	1.53
401-6-614-341-000	UTILITIES	1.53
401-6-616-341-000	UTILITIES	1.53
401-6-619-267-000	CONTRACTUAL SERVICES	90.69
401-6-621-341-000	UTILITIES	3.06
401-6-622-341-000	UTILITIES	5.80
401-6-624-225-000	PER DIEM EXPENSE	52.72
401-6-624-226-000	MILEAGE REIMBURSEME	176.85
401-6-624-341-000	UTILITIES	7.02
401-6-625-341-000	UTILITIES	1.53
401-6-631-341-000	UTILITIES	3.17
401-6-632-341-000	UTILITIES	2.05
401-6-645-268-000	CARE OF PRISONER SER	6,750.00
401-6-671-438-000	COUNTY AG. YOUTH FAI	35,000.00
401-6-691-230-000	SUPPLIES/TOOLS	246.54
401-6-696-230-000	SUPPLIES/TOOLS	2,499.00
401-7-721-341-000	UTILITIES	21.72
401-7-731-341-000	UTILITIES	12.88
401-7-741-341-000	UTILITIES	9.33
401-7-751-221-000	VEH/HVY EQUIP. REPAIR	4,398.01
401-7-751-341-000	UTILITIES	112.55
402-6-651-341-000	UTILITIES	161.99
402-6-653-104-000	TEMPORARY SALARIES	1,571.68
402-6-653-251-000	RENTALS	7,099.38
402-6-653-291-000	ROAD PROJECTS-OTHER	9,097.46
412-8-815-341-000	UTILITIES	39.23
427-6-638-341-000	UTILITIES	3.15
427-6-639-270-000	PAYMENT OF HOSPITAL	70.73
452-8-832-230-000	SUPPLIES/TOOLS	54.65
452-8-832-251-000	RENTALS	271.84
452-8-832-371-000	EQUIP/MACHINERY	2,595.00
631-8-889-373-000	HEAVY EQUIPMENT (PE	187,480.00
635-6-671-403-000	CITY OF ROSWELL - AMB	25,000.00
635-6-671-420-000	LAKE ARTHUR PUBLIC SA	17,500.00
635-6-682-375-000	LEASE PURCHASES	15,000.00
650-6-684-268-000	HOUSING OF PRISONERS	1,200.00
650-6-684-341-000	UTILITIES	591.95
670-6-671-375-000	LEASE PURCHASE PAYME	153.89
Grand Total:	317,520.14	

Project Account Summary

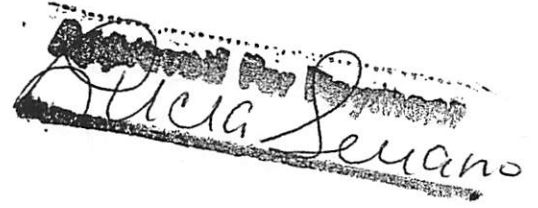
Project Account Key	Expense Amount
None	317,520.14

Project Account Summary

Project Account Key
None

Expense Amount

Grand Total: 317,520.14

A handwritten signature in black ink, reading "Alicia Serrano". The signature is written in a cursive style and is positioned over a faint, rectangular stamp or background.

Local Budget Adjustment

May 2023

<u>Account</u>	<u>Desc</u>	<u>Amount</u>
401-7-751-256-000	Local BAR May 2023	(5000.00)
401-7-752-372-000	Local BAR May 2023	5000.00
401-7-751-257-000	Local BAR May 2023	(1000.00)
401-7-752-372-000	Local BAR May 2023	1000.00
401-7-751-260-000	Local BAR May 2023	(12500.00)
401-7-752-372-000	Local BAR May 2023	12500.00
401-7-751-267-000	Local BAR May 2023	(1400.00)
401-7-752-372-000	Local BAR May 2023	1400.00
401-7-752-231-000	Local BAR May 2023	(5000.00)
401-7-752-221-000	Local BAR May 2023	5000.00
401-7-751-249-000	Local BAR May 2023	(15000.00)
401-7-751-230-000	Local BAR May 2023	15000.00
401-7-751-237-000	Local BAR May 2023	(4400.00)
401-7-751-231-000	Local BAR May 2023	4400.00
452-8-832-249-000	Local BAR May 2023	(900.00)
452-8-832-221-000	Local BAR May 2023	900.00
452-8-832-249-000	Local BAR May 2023	(250.00)
452-8-832-231-000	Local BAR May 2023	250.00
452-8-832-249-000	Local BAR May 2023	(185.00)
452-8-832-248-000	Local BAR May 2023	185.00
452-8-832-260-000	Local BAR May 2023	(6000.00)
452-8-832-375-000	Local BAR May 2023	6000.00
401-7-741-252-000	Local BAR May 2023	(2900.00)
401-7-741-231-000	Local BAR May 2023	400.00
401-7-741-339-000	Local BAR May 2023	2500.00
401-6-624-221-000	Local BAR May 2023	(250.00)
401-6-624-260-000	Local BAR May 2023	250.00
401-6-624-221-000	Local BAR May 2023	(100.00)
401-6-624-230-000	Local BAR May 2023	100.00
401-6-613-224-000	Local BAR May 2023	(400.00)
401-6-613-226-000	Local BAR May 2023	400.00

May 2023 PCard Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$127.88
401-6-612 Total	County Manager	\$388.67
401-6-613 Total	Human Resources	\$1,583.54
401-6-614 Total	Safety	\$481.53
401-6-616 Total	Fire & Emergency Services	\$119.95
401-6-619 Total	Working Capital	\$178.97
401-6-621 Total	Public Works	\$399.29
401-6-622 Total	Information Technology	\$13,038.39
401-6-624 Total	Planning & Zoning	\$2,916.00
401-6-625 Total	Purchasing	\$425.39
401-6-631 Total	Finance Dept	\$1,122.26
401-6-632 Total	Community Development	\$773.20
401-6-641 Total	Detention Administration	\$3,806.38
401-6-642 Total	Adult Detention	\$3,899.98
401-6-645 Total	Juvenile CCJD	\$520.90
401-6-691 Total	Facility Maintenance	\$5,339.30
401-6-692 Total	Courthouse Maintenance	\$3,655.46
401-6-693 Total	Facility Maint. Health Dept.	\$542.53
401-6-694 Total	Facility Maint. CC Road Dept.	\$31.34
401-6-696 Total	Operating Exp - CCDC	\$1,489.32
401-6-699 Total	St. Mary Complex	\$351.41
401-7-721 Total	Clerk Admin	\$1,336.69
401-7-722 Total	Clerk Bureau Elec.	\$246.21
401-7-731 Total	Assessor Admin	\$3,153.36
401-7-732 Total	Assessor Appraisal	\$2,926.50
401-7-741 Total	Treasurer Dept.	\$1,086.81
401-7-751 Total	Sheriff Admin	\$14,054.56
401-7-752 Total	Sheriff Patrol & Investigation	\$14,851.07
402-6-651 Total	Road Admin	\$1,874.36
402-6-652 Total	Road Shop	\$2,422.37
402-6-653 Total	Road Construction & Maintenance	\$30,684.22
402-6-654 Total	Road Vector Control	\$2.83
407-8-811 Total	Dunken FD	\$983.03
408-8-812 Total	East Grand Plains FD	\$2,251.95
409-8-813 Total	Penasco FD	\$1,334.89
410-8-816 Total	Midway FD	\$3,800.77
411-8-814 Total	Berrendo FD	\$5,923.54
412-8-815 Total	Sierra FD	\$17,992.00
412-8-828 Total	Sierra FD	\$1,376.54
413-8-818 Total	Rio Felix FD	\$391.93
414-8-819 Total	Fire District #8	\$212.87
427-6-638 Total	Indigent	\$228.62

May 2023 PCard Report

432-7-761 Total	DWI	\$2,656.18
432-7-762 Total	DWI	\$1,644.00
432-7-765 Total	DWI	\$329.98
432-7-766 Total	DWI	\$2,103.30
452-8-832 Total	Flood Dept.	\$8,728.22
628-7-733 Total	Assessor	\$28.73
631-8-872 Total	Other Grant's & Contracts	\$4,708.21
650-6-684 Total	CCDC Construction Fund	\$23,504.05
670-6-671 Total	Internal Services	\$838.54
Grand Total		\$192,868.02

COUNTY MANAGER

Bill Williams
PO Box 1817
Roswell, NM 88202-1817
575-624-6602
FAX 575-624-6631
Email:
bill.williams@chavescounty.gov



COMMISSIONERS

- Dara Dana > District 1
- T. Calder Ezzell Jr. > District 2
- Jeff Bilberry > District 3
- Richard C. Taylor > District 4
- Michael J. Perry > District 5

Chaves County Clerk

Summary Report

05/01/2023-05/31/2023

CLERK FEES (EQUIPMENT)	\$ 4,648.00
GEN CLERK'S FEES	\$ 14,536.00
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 390.00
PROBATE	\$ 1,001.45
PHOTOCOPIES.....	\$ 747.25
GOVT GROSS RECEIPTS TAX	\$ -
TOTAL AMOUNT:	\$21,322.70
TOTAL DOCUMENTS FILED	706
NEW MARRIAGE LICENSES	26
NEW PROBATES	25
NEW SURVEYS	4
NEW PLATS	1
VOTER CHANGES	121
NEW REGISTRANTS	101
REPUBLICANS	17117
DEMOCRATS	8759
LIBERTARIANS	363
OTHER	7727

Sheriff's Office
CHAVES COUNTY

#1 Saint Mary's Place
P.O. Box 1396
Roswell, New Mexico 88203
(575) 624-6500

Mike Herrington, Sheriff

Sheriff's Monthly Statistics Report

May 2023

Total Number of Arrests: 81
Adult: 80
Juvenile: 1

Total Number of DWI's: 10

Total Number of Arrest Citations: 9
Adult: 2
Juvenile: 7

Total Number of Non-Traffic Citations: 0

Total Number of Traffic Citations: 83

Total Number of Warning Traffic Citations: 6

Total Number of Accident Reports: 21

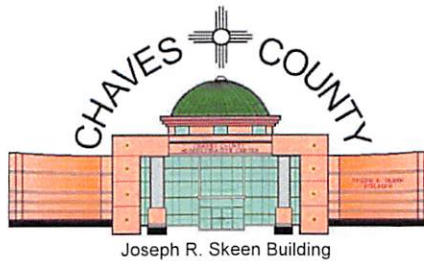
CCSO Mileage Report
May 2023

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
900	2013	Ford	Taurus	Spare	161,774	161,774	0
901	2016	Ford	F-250 Crew Cab	Spare-Damaged County Yard	135,512	135,512	0
902	2009	Ford	F-150	Spare-Damaged County Yard	195,328	195,328	0
903	2014	Ford	F-150	Serna, Jimmy	141,936	145,736	3800
905	2017	Ford	F-150	Spare-Barrientos unit	102,629	102,811	182
907	2011	Ford	F-250 Crew Cab	Spare	230,916	230,916	0
908	2013	Ford	Taurus	Ramirez, Giovanni	164,127	164,698	571
909	2019	Ford	F-150	Pineda, Anthony	59,444	60,874	1430
910	2014	Ford	F-150 4x4	Smothermon, Cody	129,926	129,926	0
911	2016	Ford	Expedition 4x4	Spare-	107,858	107,858	0
913	2016	Ford	Expedition 4x4	Parmer, Jeremy	95,115	95,950	835
914	2018	Ford	Taurus	Spare-Damaged County Yard	75,269	75,269	0
915	2008	Dodge	Charger	Ramos, Raul	107,632	108,451	819
916	2018	Ford	Explorer	Beagles-Clark, Amanda	108,731	110,319	1588
917	2018	Ford	Explorer	Wrecked	87,987	87,987	0
918	2006	Ford	Van	Transport Van	121,652	121,653	1
919	2009	Ford	Crown Victoria	Spare-Damaged County Yard	128,383	128,383	0
920	2008	Ford	Crown Victoria	CID Spare Broken Odometer	91,880	91,880	0
922	2018	Ford	Explorer	Kennard, Gauge K-9 Cage	85,292	87,526	2234
923	2005	Ford	F-150	Serrano, Agustin	139,144	140,668	1524
924	2008	Ford	Crown Victoria	Spare-Damaged County Yard	128,335	128,335	0
925	2018	Ford	Explorer	Wrecked	58,652	58,652	0
928	2010	Dodge	Van	Transport-County Yard	158,931	158,931	0
929	2013	Ford	Explorer	Spare Academy vehicle	93,299	93,299	0
930	2014	Ford	Taurus	Perez, Agustin	68,283	68,800	517
931	2008	Ford	Crown Victoria	Spare-Damaged County Yard	122,139	122,139	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	119,303	122,415	3112
934	2017	Ford	Explorer	Spare	143,002	143,002	0
935	2017	Ford	Explorer	White, John	135,981	138,105	2124
937	2015	Chevy	Caprice	Spare-Damaged County Yard	98,286	98,286	0
939	2015	Chevy	Caprice	Spare-Damaged County Yard	95,457	95,457	0
940	2010	Ford	F-150	Spare	185,190	185,190	0
941	2014	Ford	Taurus	Spare	119,858	119,858	0
942	2008	Chevy	Caprice	Spare	117,428	117,428	0
943	2014	Ford	Taurus	Spare-Damaged County Yard	103,151	103,151	0
944	2014	Ford	Taurus	Spare	109,239	109,239	0
945	2014	Ford	Taurus	Spare-Damaged County Yard	137,976	137,976	0
946	2014	Ford	Taurus	Villarreal, PJ	149,599	150,476	877
947	2013	Chevy	Tahoe	Spare-Damaged County Yard	66,287	66,287	0
948	2011	Ford	Crown Victoria	Spare	128,256	128,256	0
951	2010	Ford	Crown Victoria	McDaniel, Dallas	107,516	107,970	454
952	2010	Ford	Expedition	Spare-Damaged County Yard	140,599	140,599	0
953	2010	Ford	Expedition	Spare-Damaged County Yard	128,040	128,040	0
955	2013	Ford	Focus	CID Spare-Civilian	96,058	96,058	0
956	2014	Ford	Taurus	Padilla, Olivia	143,353	143,744	391
957	2014	Ford	Taurus	Dictson, Daniel	142,777	142,777	0
960	2007	Ford	Crown Victoria	Spare	117,120	117,120	0

961	2018	Ford	Van	Transport	30,732	31,186	454
962	2015	Dodge	Caravan	Transport	155,253	155,318	65
966	2020	Ford	F-150	Ray, Mike	16,241	17,115	874
967	2019	Ford	F-150	Hendrix Coutny Yard	71,027	71,027	0
968	2019	Ford	F-150	Nava, Isaac	29,982	30,370	388
969	2019	Ford	F-150	Hendrix, Scott	25,516	26,702	1,186
970	2019	Ford	F-150	Delgado, Ricardo	41,740	44,184	2,444
971	2019	Ford	F-150	Thompson, Justin	46,698	49,187	2,489
977	2019	Ford	F-150	Silvas, Pedro	90,320	92,411	2091
978	2019	Ford	F-150	McNamee, Angela	61,276	61,276	0
979	2020	Ford	F-150	Conklin, Benjamin	65,296	68,118	2,822
980	2020	Ford	F-150	Sanchez, K County Yard	62,347	62,347	0
981	2020	Ford	F-150	Lueras, Sam	69,098	69,098	0
982	2020	Ford	F-150	Smoyer, Joel	63,207	65,857	2,650
983	2020	Ford	F-150	Spare-kim Sanchez	63,842	64,847	1,005
985	2020	Dodge	Caravan	Transport	40,860	41,870	1,010
989	2011	Chevy	Tahoe	Spare-Damaged County Yard	156,816	156,816	0
994	2020	Ford	F-150	Nava, Isaac	59,218	59,218	0
995	2020	Ford	F-150	Martinez, Joshua	56,303	58,662	2,359
996	2020	Ford	F-150	Cobos, Isaac	62,125	63,860	1,735
997	2020	Ford	F-150	McKelvey, Josh	55,844	57,941	2,097
998	2007	Ford	Fusion	Bell, Sarah	34,665	35,198	533
999		Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1000	2021	Chevy	Silverado	Herrington, Mike	11,205	11,827	622
1001	2021	Chevy	Silverado	Yslas, Charles	16,110	16,415	305
1002	2021	Chevy	Silverado	Drake, Charles	16,774	18,662	1,888
1004	2021	Chevy	Tahoe	Sanchez, Jacob	13,252	15,088	1,836
1005	2017	Ford	Explorer	Hardy, Travis	162,298	162,765	467
1008	2022	Ford	F-150	Salas, Andres	813	2,115	1,302
1009	2022	Ford	F-150	Cassidy, Maria	322	665	343
1010	2022	Ford	F-150	Hohle, Doug	560	1,595	1,035
						TOTAL:	52459

****Spare maybe in use due to Assigned Units in the Shop for repairs**

**CHAVES COUNTY
ROAD DEPARTMENT**
1505 East Brasher Road
Roswell, New Mexico 88203
Phone: 575-624-6610
Fax: 575-627-4360



COMMISSIONERS
Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Road Operations Director
Joe E. West

County Manager
Bill Williams

April 2023 - Revised (complete month)

MAN-HOURS	6,515.50	
MANPOWER COST		\$225,961.35
MAN-HOURS ON ROAD PROJECTS	5,590.00	
MANPOWER COST ON ROAD PROJECTS		\$197,149.10
MILES BLADED	142.75	
VEHICLE MILEAGE and OFF-ROAD HOURS	4,746.30	
VEHICLE AND EQUIPMENT COSTS		\$188,922.07
GALLONS WATER HAULED	61,475.00	
COST OF CITY WATER		\$245.90
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	0.00	\$0.00
BASE COURSE USED ON ROAD PROJECTS	310.00	\$1,035.40
COLD MIX USED ON ROAD PROJECTS	14.40	\$1,332.00
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	60.00	\$360.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$0.00
DEMURRAGE		\$0.00
GAS (gallons)	1589.70	\$4,431.01
DIESEL (gallons)	5269.52	\$16,691.25
GAS - Dunken (gallons)	208.20	\$574.44
DIESEL - Dunken (gallons)	172.80	\$595.87
COST OF ROADWORK		\$411,337.04
COST OF SOLID WASTE		\$12,516.83


JOE E. WEST
ROAD OPERATIONS DIRECTOR

**CHAVES COUNTY
ROAD DEPARTMENT**
1505 East Brasher Road
Roswell, New Mexico 88203
Phone: 575-624-6610
Fax: 575-627-4360



COMMISSIONERS
Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Richard C. Taylor · District 4
Michael Perry · District 5

Road Operations Director
Joe E. West

County Manager
Bill Williams

MAY 2023

MAN-HOURS	7,604.00	
MANPOWER COST		\$258,821.10
MAN-HOURS ON ROAD PROJECTS	5,723.25	
MANPOWER COST ON ROAD PROJECTS		\$197,571.56
MILES BLADED	122.20	
VEHICLE MILEAGE and OFF-ROAD HOURS	4,489.10	
VEHICLE AND EQUIPMENT COSTS		\$168,388.39
GALLONS WATER HAULED	173,300	
COST OF CITY WATER		\$693.20
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	230.00	\$5,332.50
BASE COURSE USED ON ROAD PROJECTS	630.00	\$2,104.20
COLD MIX USED ON ROAD PROJECTS	16.20	\$1,498.50
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	120.00	\$720.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$56,806.13
DEMURRAGE		\$0.00
GAS (gallons)		
DIESEL (gallons)		
GAS - Dunken (gallons)		
DIESEL - Dunken (gallons)		
COST OF ROADWORK		\$433,114.48
COST OF SOLID WASTE		\$13,708.00

Fuel Report unavailable at time of reporting.


JOE E. WEST
ROAD OPERATIONS DIRECTOR