

**CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA**

August 17, 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-22-003 Between Chaves County and ASA Architects. P.A. – Amendment #2 request.
2. Agreement A-23-032 EM-24-1 Inmate Medical Services – Emergency Procurement – Approval of A-23-032 with Roadrunner Health Services
3. Resolution R-23-039 Approval for DWI Special Application for FY 24.
4. Resolution R-23-040 Suspending the Minimum penalty requirements of the Property Tax Code.
5. Resolution R-23-041 Supporting the Referendum Project

B. OTHER BUSINESS

6. Request for Out-of-State Travel – Sierra Volunteer Fire Department
7. Appointment of Member to JOY Center Board of Directors
8. Nomination for NM Senate Seat 42 Vacated by Senator Gay Kernan

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**

Item # 1

Agreement A-22-003 between Chaves
County and ASA Architects, P.A. –
amendment #2 request

Meeting Date: 08/17/2023

STAFF SUMMARY

REQUESTED BY: William B. Williams
County Manager

ACTION REQUIRED: Approve Contract Amendment #2 to A-22-003

SUMMARY:

On April 17, 2022, the Chaves County Board of Commissioners awarded contract A-22-003 for Design Professional Services of the Public Health Office to ASA Architects. Contract amendment #2 to Agreement A-22-003, is an exhibit insert of Exhibit 3-E as required by the DFA Office for CDBG Project No. 22-C-NR-I-03-G-08. There are not any further changes to the scope of the agreement.

Staff has reviewed the proposed contract amendment and recommends approval.

SUPPORT DOCUMENTS: Contract Amendment #2 to A-22-003
Exhibit 3-E

Submitted by: Analicia Nieto, CPO
Title: Purchasing Director



20 July 2023

Mr. Bill Williams
Chaves County Manager
Chaves County Administrative Center
1 St. Mary's Place
Roswell, NM 88203

**RE: Contract Amendment #2
AIA B101-2017 Owner / Architect Agreement
Chaves County Public Health Office**

Dear Bill:

The following amends AIA Document B101-2017 "Standard Form of Agreement Between Owner and Architect" for the new Chaves County Public Health Office:

A. Revised Article 13 Scope of the Agreement

The following amends Article 13.2 of the Owner / Architect Agreement:

- 1. Paragraph .4 Other Documents: Add Exhibit 3-E "Agreement Between Owner and Architect", Contract No. A-22-003, for the Project "Chaves County Public Health Office", CDBG Project No. 22-C-NR-I-03-G-08.

B. Amendment Authorization

The Owner authorizes ASA Architects to provide architectural services as amended herein.

Signature, Title	Date
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Thank You;
ASA ARCHITECTS
Robert S. Price
 Robert S. Price, AIA
 Vice President / Principal Architect

Exhibit 3-E
Agreement Between Owner and Architect
AGREEMENT BETWEEN OWNER AND ARCHITECT

Project

Chaves County Public Health Office

Contract N°. A-22-003

Project No: 22-C-NR-I-03-G-08

Project N°.



This Agreement entered into this 19th day of July, 2023,

by and between the **Owner**

and the **Architect**

┌ Chaves County
 #1 St. Mary's Place
 Roswell NM 88203
 575 624-6600

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┌ ASA Architects
 201 N. Alameda
 PO Box 146
 Las Cruces NM 88004

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Professional and technical services shall be provided by the Architect through the Project Architect whose New Mexico Architect's seal and certificate number, and federal and state ID Numbers are shown on the signature page to this Agreement.

[This document was prepared to be used with Community Development Block Grant and state funded projects. This document has important legal consequences; consultation with an Attorney is encouraged with respect to its completion or modification]

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RECITALS

WHEREAS, this project is funded in whole or in part by a federal or state grant or loan program administered by the Local Government Division, Department of Finance and Administration, state of New Mexico, hereinafter referred to as the "funding agency"; and

WHEREAS, the CDBG small cities Grant _____
(funding authority)
has funded the above referenced project pursuant to 2022 CDBG _____; and
(chapter and year of legislation or other source of funding)

WHEREAS, the Architect was selected pursuant to Sections 13-1-119 through 13-1-122 NMSA 1978 and the Owner's Procurement Regulations; and

WHEREAS, the Owner is authorized to enter into a contract to design and construct the Project pursuant to Sections 13-1-100 NMSA 1978; and

WHEREAS, the Owner must hire a legal registered architect of New Mexico whenever any public work involves architectural services over \$100,000, pursuant to Section 61-23-26 NMSA 1978; and

WHEREAS, the Architect hereby represents that it employs the named Project Architect, and that such architect is a legal registered architect of New Mexico; and

WHEREAS, the Owner agrees to hire the Architect, and the Architect agrees to provide professional and technical services as required hereinafter for the Project in accordance with the terms and conditions

set forth in this Agreement;

IT IS THEREFORE AGREED AS FOLLOWS:

ARTICLE 1 DEFINITIONS

For purposes of this Agreement, the following definitions shall apply throughout the contract and to all attachments incorporated herein, unless otherwise specified.

1.1 *Architect* means the firm named in this Agreement which employs a legal registered architect of New Mexico or an individual legal registered architect of New Mexico. In the instance of a firm the term "Architect" shall include the Project Architect.

1.2 *Central Purchasing Officer* means the designated Purchasing Agent/Central Purchasing Officer of the Owner.

1.3 *Codes* means the federal, state, and local codes applicable to the Project.

1.4 *Direct Salary* means the gross wages, which do not include costs of employer beyond the amounts of the paychecks.

1.5 *Governing Authority* means the local governing authority for the award of construction contracts is the governing body, and the governing authority for the execution of construction contracts is the mayor/county commission chairman.

1.6 *MACC* means Maximum Allowable Construction Cost is the total sum available for construction purposes, including applicable gross receipt and local option taxes, furnishings and equipment, but excluding professional fees, Owner's contingency funds and acquisition costs, and other costs which are the responsibility of the Owner as described in Article 5 and Article 6 of this Agreement.

1.7 *Owner* means the public corporation or association with whom the Architect has entered into the Agreement and for whom the Work is to be provided.

1.8 *Owner Representative* means for purposes of this Agreement, the Owner Representative shall be designated by the Owner and whose names shall be submitted in writing to the Architect. The Owner

Representative shall be responsible for administrative decisions and approvals and for contact with the Architect regarding contractual matters and Project execution.

1.9 *Project* means the Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part. The Project is further defined as follows in Paragraph 13.2.

1.10 *Project Architect* means the individual legal registered architect of the state of New Mexico who shall sign and affix his New Mexico Architect's seal to all plans, designs, drawings, specifications, and reports which involve the Project. The Project Architect shall be mutually agreed upon by Owner and Architect at the time this Agreement is entered into by the parties and shall be named herein.

1.11 *Reimbursable Expenses* means expenses in addition to the basic services compensation which shall include actual expenditures made by the Architect or its employees in the interest of the Project, while performing architectural services pursuant to this Agreement, and limited to those items listed in Article 6 of this Agreement and authorized in writing by the Owner.

1.12 *Site* means the physical location on which the Project is built, including all land acquired for the Project or associated with the Project, including all easements and right-of-way.

1.13 *Statement of Probable Construction Cost* means the Probable Construction Cost means the estimated cost to the Owner of those portions of the entire Project designed or specified by the Architect. Probable Construction Cost does not include Architect's compensation and expenses, the cost of land, rights-of-way, or compensation for or damage to properties, or Owner's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to the Owner pursuant to Article 4 of this Agreement.

1.14 *User (or User Agency)* means the agency or department or designated entity for whose use the Project is being constructed. For purposes of this Agreement, see paragraph 13.3 for User designation.

1.15 *User Representative* means the individuals

designated by the User as the principal contact regarding the Owner's requirements for the Project. Unless specifically designated by the Owner, the User Representative shall not have the authority to render administrative decisions or approvals. See also Article 3 herein. For purposes of this Agreement, the User Representative shall be designated by the Owner and whose names shall be submitted in writing to the Architect.

1.16 *Other Definitions* means the remaining definitions found in Article 1, Definitions, of the Conditions of the Contract for Construction, as provided as a part of Exhibit F hereto.

ARTICLE 2 ARCHITECT'S SERVICES AND RESPONSIBILITIES

2.0 Basic Services

2.0.1 General. The Architect's basic services shall consist of the following: a) Programming Phase; b) Schematic Design Phase; c) Design Development Phase; d) Construction Documents Phase; e) Bidding Phase; and f) Construction Phase. The services to be provided during each phase are listed below and shall include all consulting services required by the Architect to provide the service as listed on Exhibit C.

2.0.2 The Architect shall request from the User Representative the following:

A. Information sufficient for the Architect to develop program criteria including the User's goals, objectives, and needs, and the organizational chart of individuals and equipment that shall occupy the Project.

B. To the extent practicable and reasonable, the Architect shall incorporate the User Representative's requests into the documents for construction; however, the Architect is responsible solely to the Owner for the types of material incorporated into the construction, the size of the facilities constructed, and to design within the MACC in accordance with Article 5.

C. A list (by manufacturer and model number) of special equipment (other than 110 volt, 60HZ, requiring less than 10 amps) that requires utility services, including telecommunication equipment such as data transmission and computer lines.

2.0.3 Furnishings and Equipment. The Architect shall provide as a basic service all required work for

design, selection, and preparation of contract documents, and bidding for the procurement of furniture, furnishings, and related equipment, unless otherwise noted in Article 13.

2.0.4 Project Legislation or Authorization. The Architect shall request from the Owner and the User copies of documents supporting the funding request which were presented to the funding entity or other regulatory agencies that provided funds for construction of the envisioned Project. These documents will be furnished for information only. The Owner will establish a budget for utilization by the Architect in the performance of the services.

2.0.5 Standard of Care. The standard of care for all professional architectural and related services performed or furnished by the Architect under this Agreement will be the care and skill ordinarily used by members of the Architect's profession practicing under similar conditions at the same time and in the same locality. The Architect makes no warranties, express or implied, under this Agreement or otherwise, in connection with the Architect's services.

2.1 PROGRAMMING PHASE

2.1.1 The program shall establish goals, collect facts, identify concepts, and determine functional needs necessary to complete the Project within the funding mandate. Based on the data provided by the User Representative and pursuant to adequate consultation with the User Representative, the Architect shall prepare a document that adequately defines the scope of the Project. The Architect shall prepare a Statement of Probable Construction Cost and provide a comparison to the limits of the MACC.

2.1.2 The Owner and the User Representative shall work with the Architect to ensure that the information required by the Owner is made available to the Architect. This information and other requests concerning organization of functions shall be provided in the form of written memoranda.

2.1.3 The Owner shall schedule a meeting with the Architect and the User Representative to define the relationship among these parties. The Architect shall advise the Owner, in writing, of any information he requires which has not been provided by the Owner and/or the User Representative, or any conflicts between the established program requirements, the MACC, and the funding authorizing the Project.

2.1.4 The Architect shall obtain the approval of the Owner, in writing, of the Study and Report Phase before commencing work on the Schematic Design Phase.

2.1.5 The Architect shall identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultation with such authorities.

2.1.6 The Architect shall request site survey data in accordance with Paragraph 4.4.

2.1.7 The responsibility for bringing the Project within the MACC and compliance with construction directives remains with the Architect, as elaborated in subparagraph 5.2.2. Should the Architect at any time conclude that the budget and the scope of work to be accomplished are incompatible; the Owner shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility.

2.2 SCHEMATIC DESIGN PHASE

2.2.1 From the approved program, the Architect shall prepare Schematic Design drawings and documents describing the general planning concepts, probable engineering systems, types of materials envisioned, a breakdown of the budget on current area, volume, or other unit costs, and the approximate dimensions of the programmed areas. The Architect shall obtain the written approval of the User Representative and the Owner of the Schematic Design drawings and documents before commencing work on the Design Development Phase. The current state or owner-adopted Uniform Building Code (UBC) and other applicable codes are incorporated into this Agreement by reference. Where applicable, the provisions of these documents shall apply. The Architect shall brief and obtain the written approval of the User Representative and the Owner of the Schematic Design drawings and documents.

2.2.2 The Architect shall submit to the Owner for review and written approval a refined Statement of Probable Construction Cost at the completion of the Schematic Design Phase. Should the Architect conclude, at any time, that the budget and the scope of the work to be accomplished are incompatible the Owner shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility. Should this Statement of Probable Construction Cost exceed the limits of the MACC,

the procedures regarding adjustment of Project Scope and/or funding contained in Article 5 will be followed.

2.3 DESIGN DEVELOPMENT PHASE

2.3.1 From the approved Schematic Design Documents, the Architect shall prepare the Design Development Documents consisting of drawing, outline specifications, and other documents to fix and describe the size and character of the entire Project as to structural mechanical, and electrical systems materials, and such other design essentials as may be appropriate. Additionally, these documents shall identify design features, program modifications, the probable Project Schedule, equipment installed in the Project or furnishing s required, and a statement, which identifies the need for any additional data, surveys, or tests. The Architect shall acquire the approval, in writing, of the User Representative, the Owner and the Governor's Commission on Disability on all documents associated with the Design Development Phase before commencing work on the Construction Documents Phase.

2.3.2 The Architect shall submit to the Owner for review and written approval a refined Statement of Probable Construction Cost at the completion of the Design Development Phase. Should the Architect conclude, at any time, that the budget and the scope of work accomplished are incompatible the Owner shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility. Should this Statement of Probable Construction Cost exceed the limits of the MACC, the procedures regarding adjustment of Project Scope and/or funding contained in Article 5 will be followed.

2.4 CONSTRUCTION DOCUMENTS PHASE

2.4.1 From the approved Design Development Documents, the Architect shall prepare Bidding Documents setting forth in detail the requirements for the construction of the entire Project, which shall at a minimum include the requirements of state and federal laws and regulations and include bid forms, the Conditions of the Contract for Construction (General, Supplementary, and other Conditions of the Contract), and the Standard Form of Agreement between Owner and Contractor. The Architect shall incorporate in the Bidding Documents the provision of Information Available to Bidders as provided as a part

of Exhibit F and incorporated herein by reference. The Notice of and Invitation for Bid shall be prepared by the Architect. The Architect shall assist the Owner in filing the required documents for the approval of the funding agency, governmental and other authorities having jurisdiction over the Project. The Architect shall submit a copy of the Schematic Design Drawings for review and comment to the Governor's Commission on Disability, Lamy Building, Room 117, 491 Old Santa Fe Trail, Santa Fe, New Mexico, telephone 505-476-0412.

2.4.2 The Bidding Documents shall be based upon information contained in the Design Development Drawings and other documents previously approved by the Owner. Upon completion of the Bidding Documents, the Architect shall brief the User Representative and the Owner on the Bidding Documents, specifically addressing previously approved requirements contained in the Design Development Drawings and other documents.

2.4.3 The Architect shall submit to the Owner for review and written approval a refined Statement of Probable Construction Cost at the completion of the Construction Documents Phase. Should the Architect conclude, at any time, that the budget and the scope of work accomplished are incompatible the Owner shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility. Should this Statement of Probable Construction Cost exceed the limits of the MACC, the procedures regarding adjustment of Project Scope and/or funding contained in Article 5 will be followed.

2.4.4 The Architect shall furnish Bidding Documents to the Owner bearing the approval of the following:

For Building-Type Projects:

- A. the state Construction Industries Division, Regulation and Licensing Department;
- B. If applicable, the state Occupational Health and Safety Bureau, Environmental Improvement Division, Environment Department; and
- D. If applicable, the state Food Quality Section, Environmental Improvement Division, Environment Department; and

For Street, Sewer, and Water-Type Projects:

- A. If applicable, the state Environment Department;
- B. If applicable, the state Department of Transportation;

Others – (list)

2.4.5 The Architect shall provide a signature-approval block on the front sheet of the drawings and specifications for a) User Agencies, b) Mayor/County Commission Chairman, Manager/Administrator, Owner Representative, and c) utility companies (as appropriate). Review and signatures of all shall be obtained by the Architect.

2.4.6 Only materials and systems available at the time of this Agreement or reasonably believed to become available prior to the expiration of the Construction Contract shall be specified in the Contract Documents. The Bidding Documents shall include a list of those items (or categories of items) for which shop drawings or submittals are required.

2.4.7 Project Wage Rate Determination(s): The Architect shall request from the state Department of Labor a minimum wage rate determination for the Project, if the project is over \$60,000, pursuant to Section 13-4-1 1 to 17 NMSA 1978 and from the Funding Agency a federal wage rate determination, if the project is over \$2,000, if federal funds are used. The Architect shall be required to call the Funding Agency no less than 10 days from bid opening date to verify that the latest federal wage rate determination is being used in the Bidding Documents. The Architect shall provide a description of the Project, an estimate of construction cost, an approximate bid opening date, and any other pertinent information required by the Labor Department. The Architect shall include the wage rate determination(s) in the Bidding Documents.

2.4.8 The Architect shall provide technical criteria, written description and design data for the Owner's use in filing application for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and assist the Owner in consultations with appropriate authorities.

2.5 BIDDING PHASE

2.5.1 The Architect, following the Owner's written approval of the Bidding Documents, shall assist the

Owner in obtaining bids and in awarding and preparing contracts for construction and attend pre-bid conferences. The finalized Notice of or Invitation for Bid shall be forwarded to the Owner by the Architect. The Owner shall issue a purchase order and advertise for the project.

2.5.2 The Architect shall provide sets of Bidding Documents as required to the Owner, sets as required by the reviewing agencies, and sets as appropriate to all prime Bidders requesting documents for bidding purposes; and maintain a record of prospective bidders to whom Bidding Documents have been issued and receive and process deposits for Bidding Documents.

A. Prime Bidders shall be defined as General Contractors, who will be allowed no more than three sets; major subcontractors as listed in the form; or other major suppliers. An additional number of documents shall be placed in plan rooms as well as in the Architect's office for review by prospective Bidders. The Architect shall also make sets available to other prospective parties as requested. The Architect may charge the cost of reproduction to the party requesting the documents.

2.5.3 The Architect shall clarify and answer any questions about the Bidding Documents during the bidding process and shall issue Addenda as required to all Bidders and the Owner.

2.5.4 The Architect shall attend the bid opening, prepare bid tabulation sheets and assist the Owner in evaluating bids.

2.5.5 The Bidding Phase will terminate and the services to be performed or furnished thereunder will be considered complete upon Owner's award or rejection of the Contract for Construction.

2.6 CONSTRUCTION PHASE- Administration of the Construction Contract

2.6.1 The Construction Phase will commence with the award of the Contract for Construction and ends with the final payment to the Contractor.

2.6.2 The Architect shall provide administration of the construction contract as required and defined in the Conditions of the Contract for Construction. The extent of the Architect's duties and responsibilities and the limitations of his authority thereunder shall not be modified without the Owner's written consent.

2.6.3 The Architect shall be the representative of the Owner during the Construction Phase and shall advise and consult the Owner. Instructions to the Contractor shall be forwarded only through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents and any amendments thereto.

2.6.4 The Architect shall at all times have access to the Work, whether it is in preparation or progress.

2.6.5 The Architect shall submit to the Owner, for approval, a list of critical inspection points based upon the construction schedule furnished by the Contractor. The Architect shall make periodic visits to the site at such other times as appropriate during the progress of the Work for the purposes of notifying the Owner on the progress and condition of the Work and to adequately represent the Owner. Additionally, the Architect shall familiarize himself with the progress and quality of the Work and determine if the Work is proceeding substantially in accordance with the Contract Documents. On the basis of on-site observations, the Architect shall endeavor to guard the Owner against defects and deficiencies in the construction. Should the Architect determine that any portion of the Work varies from the requirements of the Contract Documents, he shall immediately notify the Contractor and the Owner of the nature of the work required to correct such non-compliance. In addition, the Architect shall, eleven months after substantial completion, schedule a meeting with the Owner and User and Project Architects to evaluate the Project and its operations; if applicable observe architectural systems; and endeavor to discover defects in materials, equipment, and workmanship.

The Architect shall provide the minimum number of on-site observations during the construction phase as delineated in Paragraph 13.6 in an attempt to endeavor to guard the Owner against defects and deficiencies in the construction. The results of all observations shall be documented in field reports submitted to the Owner within seven days of each such observation.

2.6.6 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, subcontractors, or any other persons performing any of the Work, or for the failure of any

of them to carry out the Work in accordance with the Contract Documents.

2.6.7 The Architect shall determine, certify, and make recommendations to the Owner for payment of the amounts owing to the Contractor subject to the Owner's approval, based on observations at the site and on evaluations of the Contractor's Applications for Payment. The Architect shall issue Certificates for Payment in such approved amounts as provided in the Contract Documents.

2.6.8 The issuance of a Certificate and recommendation for payment shall constitute representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 2.5.5 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that the quality of the Work is substantially in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Contract Sum.

2.6.9 The Architect shall render interpretations of the documents necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions within a reasonable time on all claims, disputes, and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

2.6.10 Interpretations and decisions of the Architect shall be consistent with the requirements and intent of the Contract Documents and shall be in written or graphic form.

2.6.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the requirements of the Contract Documents.

2.6.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Where rejected Work is not promptly corrected, the Architect shall recommend to the Owner that the Work shall stop. Whenever, in the Architect's professional opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed, or completed.

2.6.13 The Architect shall review the Contractor's submittals, such as shop drawings, product data, and samples, but only for the conformance with the design concept of the Work and with the information given in the Contract Documents; and for each submittal, the Architect shall designate in writing that the Architect: a) Takes no exception to this submittal; b) Rejects the submittal; c) Requires corrections as noted by the Architect; d) Requires revisions and resubmittal to the Architect; e) Requires the Contractor to submit the specified item; or f) Takes no exception to this submittal as corrected.

Such action shall be taken with reasonable promptness. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

The Architect shall provide the Owner with a set of shop drawings or other related submittals at the completion of the Project.

2.6.14 All Change Orders, defined in the Conditions of the Contract for Construction, shall be prepared by the Architect. Such Change Orders shall not become effective or binding on the Owner or Contractor until signed by the Owner and reviewed by the funding agency. The Change Order shall be initiated by the party requesting a change. Approval in writing by the Owner of a completed Change Order modifies this Contract to the extent indicated. No Work which could reasonably be expected to alter the contract price or materially alter the Project shall be undertaken until the Owner has approved a completed Change Order, which outlines the desired change.

Any deviation from the above shall be considered a material breach of this Contract.

2.6.15 Upon prior notice to the Owner, the Architect shall conduct observations to determine the Dates of Substantial Completion and Final Completion. The Architect shall obtain and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Architect shall then issue a final Certificate for Payment.

2.6.16 The extent of the duties, responsibilities, and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner and the Architect.

2.6.17 Should the Architect, his staff, or his consultants direct the Contractor or his Subcontractors to undertake work for which additional compensation could reasonably be expected, and if such work is not: a) an emergency endangering life and property, b) required by the Contract Documents, or c) required by approved Change Orders (signed by the Architect, the Owner, and the Contractor), payment for such work, if accomplished without written authorization, shall not be borne by the Owner and shall constitute adequate grounds for dismissal or other action against the Architect.

2.6.18 As part of the Architect's Basic Services, the Architect shall modify the original reproducible drawings, delineating recorded built conditions of the Project or record documents compiled from the records of the Contractor and the Architect, showing changes in the Work. The Architect cannot verify the information provided by others and therefore does not verify the accuracy thereof.

2.7 PROJECT REPRESENTATION BEYOND BASIC SERVICES

2.7.1 Architect's Project Representative. If the Owner and the Architect agree that more extensive representation for inspection of the Site than that described in Subparagraph 2.5.5 shall be provided, the Architect shall, upon written authorization of the Owner and review by the funding agency, provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

2.7.2 Subject to the Owner's approval, an Architect's

Project Representative shall be selected, employed, and directed by the Architect. The Architect shall be compensated therefore as mutually agreed between the Owner and the Architect as set forth in an approved amendment to this Agreement which shall, in addition, describe the duties, responsibilities, and limitations of authority of such Project Representative.

2.7.3 Through the observations of such Project Representative the Architect shall provide further protection for the Owner against defects and deficiencies in the Work to determine that the Work is carried out in conformance with the plans and specifications; but the furnishing of such project representation shall not diminish the rights, responsibilities, or obligations of the Architect as described in this Agreement.

2.7.4 The Owner reserves the right to designate an Owner Representative in lieu of an Architect's Project Representative to provide additional site representation for the Owner beyond that provided by the Architect. If the Owner elects to provide an Owner Representative in lieu of a Project Representative, this subsection shall not diminish the rights, responsibilities, or obligations of the Architect established in this Agreement. The Owner Representative's duties and limits of authority shall be established so as not to conflict with those of the Architect. The Architect shall cooperate with the Owner Representative in the performance of his duties.

2.8 ADDITIONAL SERVICES

The following Services shall be provided when authorized in advance in writing by the Owner and reviewed by the funding agency, and they shall be paid for by the Owner as provided in Paragraph 12.3. Attached as Exhibit D and incorporated into this Agreement by reference is a copy of the Architect Additional Services Proposal/Amendment form. These services are not included as part of Basic Services except to the extent otherwise provided in Article 13.

2.8.1 Preparation of applications and supporting documents, in addition to those furnished under Basic Services, for private or governmental grants, loans or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effect on the design requirements of the Project of any such

statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2.8.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the Owner.

2.8.3 Services resulting from evaluation by the Architect during the Study and Report Phase at the Owner's request of alternative solutions in addition to those specified in Article 13.

2.8.4 Services resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by the Architect or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings and Specifications or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, Drawings and Specifications, or Contract Documents, or are due to any other causes beyond the Architect's control.

2.8.5 Preparing drawings, specifications, and supporting data and providing other services in connection with Change Orders provided that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not for work which should have been provided pursuant to Basic Services and provided that such Change Orders are required because of causes not related to the actions or responsibilities of the Architect.

2.8.6 Services resulting from facts revealed about conditions:

- A. which are different from information about such conditions that the Owner previously provided to the Architect and upon which the Architect was entitled to rely; or
- B. as to which the Owner had responsibility to provide information if such information was not previously provided.

2.8.7 Providing renderings or models for the Owner's use.

2.8.8 Preparing documents for alternate bids requested by the Owner for Work which is not executed or documents for out-of-sequencing Work.

2.8.9 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting the Owner in obtaining process licensing; detailed quantity surveys of materials, equipment and labor; and audits or inventories required in connection with construction provided by the Owner.

2.8.10 Furnishing services of the Architect's consultants for other than Basic Services; and furnishing data or services when the Owner employs the Architect to provide such data or services in lieu of furnishing the same under Article 4.

2.8.11 Services attributable to a variation in the number of prime contracts from the number specified in Article 13 for Work designed or specified by the Architect.

2.8.12 Services during out-of-town travel required of the Architect other than visits to the site or Owner's office.

2.8.13 Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value architectural and constructability review requested by the Owner; and performing or furnishing services required to revise studies, reports, drawings or specifications, or Contract Documents as a result of such review processes.

2.8.14 Assistance in connection with bid protests, re-bidding or renegotiating contracts for construction, materials, equipment or services, except when such assistance is required to complete services called for in Article 13.

2.8.15 Providing field surveys for design purposes, architectural surveys and staking to enable Contractor to proceed with its Work, and any type of property surveys or related architectural services needed for the transfer of interests in real property; and providing

other special field surveys.

2.8.16 Preparation of operating, maintenance and staffing manuals to supplement Basic Services.

2.8.17 Preparing to serve or serving as a consultant or witness for the Owner in any litigation, arbitration or other legal or administrative proceeding involving the Project (except for assistance in consultations which is included as part of Basic Services).

2.8.18 Providing more extensive services required to enable the Architect to issue notices or certifications requested by the Owner.

2.8.19 Other additional services performed or furnished by the Architect in connection with the Project, including services which are to be furnished by the Owner under Article 4, and services not otherwise provided for in this Agreement.

2.8.20 Services resulting from significant delays, changes or price increases occurring as a direct or indirect result of materials, equipment or energy shortages.

2.8.21 Additional or extended services during construction made necessary by a) Work damaged by fire or other cause during construction, b) a significant amount of defective, neglected or delayed work of the Contractor, c) acceleration of the progress schedule involving services beyond working hours, or d) default by the Contractor.

2.8.22 Services, other than Basic Services during the Operation Phase, in connection with any partial utilization of any part of the Project by the Owner prior to its Substantial Completion.

2.8.23 Evaluating an unreasonable claim or an excessive number of claims by the Contractor or others in connection with the Work.

2.9 TIME

2.9.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall submit, for the Owner's approval and as a part of this Contract, a schedule for the performance of the Architect's

services and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause not within the control of the Architect, be exceeded by the Architect, see Exhibit A, Time Schedule for Project Phases.

2.10 OPERATIONAL PHASE

During the Operational Phase, the Architect shall, when requested by the Owner:

2.10.1 Provide assistance in connection with the refining and adjusting of any equipment or system.

2.10.2 Assist the Owner in training the Owner's staff to operate and maintain the Project.

2.10.3 Assist the Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

2.10.4 In company with the Owner, visit the Project to observe any apparent defects in the completed Work, assist the Owner in consultations and discussions with the Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective Work.

2.10.5 Provide miscellaneous services as requested by the Owner in connection with Project closeout.

ARTICLE 3 THE USER REPRESENTATIVE

3.0 The Owner shall designate one or more departments of the Owner or a designated entity as a User, or User Agency. Such User, or User Agency, shall provide an individual User Representative to perform those functions required of the User Agency.

3.1 The User Representative(s) and the Owner shall provide the Architect with information required under Article 2 of this Agreement, as well as additional information required by the Architect for the purpose of defining the Scope of the Project and to assist the Architect and the Owner in the development and completion of the Project.

3.2 The User Representatives shall meet with the Architect and/or the Owner at times required by the

Owner. The User Representatives shall respond to all inquiries submitted by the Architect and/or the Owner within any reasonable time limits set forth in the inquiry.

3.3 Information submitted directly by the User Representative(s) to the Architect is subject to subsequent approval by the Owner.

ARTICLE 4 OWNER'S RESPONSIBILITIES

4.1 The Owner shall designate, in writing, an Owner Representative who has the authority to act on his behalf; however, authority for final approval of the Program and Drawings and Specifications, the Contract Documents, or any Change Order is retained by the Owner. The Owner and the Owner Representative shall examine documents submitted by the Architect and shall render decisions promptly to avoid unreasonable delay in the progress of the Architect's services. The Owner Representative, through coordination with the User Representative(s), shall provide information to the Architect regarding the User's requirements in the development of Program Documents for the Project.

4.2 The Owner shall provide all criteria and full information as to the Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the Owner will require to be included in the Bidding and Contract Documents.

4.3 The Owner shall assist the Architect by placing at Architect's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.

4.4 Furnish to the Architect, as requested by the Architect for performance of Basic Services or as required by the Contract Documents, the following:

4.4.1 Data prepared by or services of others, including without limitation explorations and tests of subsurface conditions at or contiguous to the site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site, or hydrographic surveys;

4.4.2 The services of an independent testing laboratory to perform all inspections, tests and approvals of samples, materials and equipment prior to and after installation, or to evaluate the performance of materials, equipment and facilities of the Owner, prior to specification, and during construction;

4.4.3 Appropriate professional interpretations of all of the foregoing;

4.4.4 Environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, the site and adjacent areas;

4.4.5 Field surveys for design purposes and property, boundary, easement, right-of-way, topographic and utility surveys or data, including relevant reference points;

4.4.6 Property descriptions;

4.4.7 Zoning, deed and other land use restrictions; and

4.4.8 Other special data or consultations not covered in Article 2.

The Owner shall be responsible for, and the Architect may rely upon, the accuracy and completeness of all reports, data and other information furnished pursuant to this paragraph. The Architect may use such reports, data and information in performing or furnishing services under this Agreement.

4.5 The Owner shall provide architectural surveys and staking to enable the Contractor to proceed with the layout of the Work, and other special field surveys.

4.6 The Owner shall arrange for access to and make all provisions for the Architect to enter upon public and private property as required for the Architect to perform services under this Agreement.

4.7 The Owner shall examine all alternate solutions, studies, reports, sketches, bidding and contract documents, proposals and other documents presented by the Architect (including obtaining advice of an attorney, insurance counselor and other consultants as the Owner deems appropriate with respect to such examination) and render in writing

decisions pertaining thereto.

4.8 The Owner will provide as required for the Project.

4.8.1 Accounting, bond and financial advisory, independent cost estimating and insurance counseling services;

4.8.2 Such legal services as the Owner may require or the Architect may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by the Contractor; and

4.8.3 Such auditing services as the Owner may require ascertaining how or for what purpose Contractor has used the moneys paid on account of the Contract Price.

4.9 Provide such observation or monitoring services by an individual or entity other than the Architect as the Owner may desire to verify: that the Contractor is complying with any law, rule, regulation, ordinance, code or order applicable to the Contractor's performing and furnishing the Work; or that the Contractor is taking all necessary precautions for safety of persons or property and complying with any special provisions of the Contract Documents applicable to safety.

4.10 The Owner shall advise the Architect of the identity and scope of services of any independent consultants employed by the Owner to perform or furnish services in regard to the Project, including, but not limited to, construction management, cost estimating, project peer review, value architectural, and constructability review. If the Owner designates a person or entity other than, or in addition to, the Architect to represent the Owner at the site, the Owner shall define and set forth in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin, the duties, responsibilities and limitations of authority of such other party and the relation thereof to the duties, responsibilities and authority of the Architect.

4.11 Prior to commencement of the Construction Phase, notify the Architect of any variations in the language of the Notice of Acceptability of Work, or of any notice or certification other than such notice that the Architect will be requested to provide to the Owner or third parties in connection with the financing or completion of the Project. The Owner and the Architect shall reach agreement on the terms of any such requested notice or certification and the Owner shall authorize such Additional Services as are

necessary to enable the Architect to provide the notice or certification requested under this paragraph.

4.12 If more than one prime contract is to be awarded for Work designed or specified by the Architect, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth the duties, responsibilities and limitations of authority of such person or entity and the relation thereof to the duties, responsibilities and authority of the Architect in an exhibit that is to be mutually agreed upon and attached to and made a part of this Agreement before such services begin.

4.13 The Owner shall attend the pre-bid conference, conduct the bid opening, pre-construction conferences, construction progress and other job related meetings and Substantial Completion and final payment inspections.

4.14 The Owner shall give prompt notice to the Architect whenever the Owner observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Architect's services, or any defect or nonconformance in the Architect's services or in the Work of any Contractor.

ARTICLE 5

MAXIMUM ALLOWABLE CONSTRUCTION COST

5.1 Maximum Allowable Construction Cost - See paragraph 13.7.

5.2 Responsibility for Construction Cost

5.2.1 Evaluations of the Owner's Project budget, statements of probable construction cost, and detailed estimates of construction cost prepared by the Architect represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Architect does not have control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not represent that bids or negotiated prices will not vary from the Project budget proposed, established, or approved by the Owner, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

5.2.2 The MACC is established, as a condition of this Agreement, as a fixed limit of Construction Cost for design and bidding purposes. The Architect shall be permitted to determine what materials, equipment, component systems, and types of construction are to be included in the Bidding Documents to bring Construction Cost within the MACC. With the written consent of the Owner, the Architect may also include in the Bidding Documents either additive or deductive alternate bids to adjust the Construction Cost to the fixed limit.

5.2.3 The acceptance by the Owner at any time during Basic Services of a revised Statement of Probable Construction Cost in excess of the then established MACC will constitute a corresponding increase in the MACC to the extent indicated in the revised statement.

A. The Owner shall provide a written response to the funding agency of their acceptance of the increased MACC. This written response shall identify the source of the additional funds, or other procedure for covering the cost.

5.2.4 If bidding or negotiations with potential contractors have not commenced within two months after the Architect submits Bidding Documents to the Owner, the Project budget and/or MACC shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Bidding Documents to the Owner and the date on which bids are sought.

5.2.5 The MACC, therefore, is established as a condition of this Agreement. When it is exceeded by the lowest bona fide bid, the Owner with review by the funding agency may: a) give written approval of an increase in the MACC; b) authorize rebidding the Project within a reasonable time, or c) cooperate with the Architect in revising the Project scope and, as required to reduce the Probable Construction Cost.

If the Owner elects to reduce the Probable Construction Cost, the Owner shall cooperate with the Architect in revising the quality and scope of the Project; and the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the MACC. The Architect shall then assist the Owner through the Bidding process. When the cost estimate required by subparagraph 2.3.2 or an evaluation prepared by the Architect indicates that the Project exceeds the MACC, the provisions outlined in this paragraph shall apply.

**ARTICLE 6
REIMBURSABLE EXPENSES**

6.1 Reimbursable expenses are those above and beyond Basic Services compensation and are the actual expenditures made by the Architect or his employees in the interest of the Project. Reimbursable expenses shall be limited to the following:

6.1.1. Expenses of transportation when traveling in connection with the Project when specifically set out in Article 13. Such expenses are limited to per diem and mileage rates as set forth in the Owner's Travel Rule or Regulation.

6.1.2 Expense of fees paid for securing approvals of authorities having jurisdiction over the Project. Fees for approval by the permitting agency shall be paid directly by the Owner after submittal of the documents by the Architect to the permitting agency.

6.1.3 The Architect shall charge Bidders a deposit fee equal to the full cost of reproduction of drawings, specifications, and other documents required by the Owner to solicit bids and execute the Construction Contract. This fee shall be completely refunded if the documents are returned in usable condition within the time limits specified in the Invitation for Bid. All forfeited fees shall be returned to the Owner for use in this Project.

Construction documents and specifications will be printed by the Architect or a vendor designated by the Architect. All reproduction required may be approved in writing by the Owner prior to request. This expense shall be paid by the Owner. All other reproductions as may be required by the Owner's review or for the office use of the Architect and the Architect's consultants shall be provided as part of the Architect's Basic Compensation.

6.1.4 Applicable gross receipts taxes on reimbursable expenses or additional services received by the Architect under the provisions of this Contract. The Architect shall use and require the use of tax-exempt certificates by Consultants whenever allowed by law. In any event, the Architect shall not include taxes paid as a part of the base dollar amount upon which taxes are calculated. Payment pursuant to this provision does include payment for gross receipts taxes pursuant to Subparagraph 12.1.1.

**ARTICLE 7
PAYMENTS TO THE ARCHITECT**

7.1 Payments on Account of Basic Services

7.1.1 Payments for Basic Services shall be made monthly and shall be in proportion to services performed within each phase of services, on the basis set forth in Article 13.11.

7.1.2 When portions of the Project are deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent services are performed on such portions, in accordance with the schedule set forth in Subparagraph 13.1.2, based on: a) the lowest bona fide bid or negotiated proposal, or b) if no such bid or proposal is received, the most recent Statement of Probable Construction Cost for such portions of the Project.

7.2 Payment for Services And Costs

7.2.1 The Architect shall submit monthly a fully completed request for payment for all services and costs on the form provided as Exhibit E to this agreement.

7.2.2 Upon the Owner's request, the Architect shall submit, with his billings at the completion of the Project, certification that payment has been made or will be made upon receipt of payment to consultants, and others for materials and services required by this Agreement. At this time, the Architect shall notify the Owner of any disputes regarding payments by the Architect that may exist at the completion of the Project.

7.3 Payments Withheld

7.3.1 No deductions or withholdings shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to Contractors, or on account of the cost of changes in the Work other than those for which the Architect may be legally liable and as required in Paragraph 2.8.

7.4 Project Suspension or Termination - Other Parties

7.4.1 In the event of termination or suspension of the Project due to the fault of parties other than the Architect, the Architect shall be compensated for services performed to termination date pursuant to Article 10.

ARTICLE 8
ARCHITECT'S ACCOUNTING RECORDS

8.1 Records of expenses by the Architect and his consultants pertaining to all services under this Agreement shall be kept on the basis of generally accepted accounting principles and shall be available at mutually convenient times to the Owner or the Owner's authorized representative. The Owner shall have the right to audit all such records and billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.

8.2 Records of expenses shall be kept by the Architect and his consultants and shall be available to the Owner until all applicable statutes of limitations have run, and this provision shall survive and continue beyond the termination of other terms of this Agreement.

8.3 The review of "records of expenses" for Lump Sum Fixed Fee portions of the Architect's services shall be limited to those records that define the percentage of completion, except as otherwise required by federal regulation detailed in Exhibit H.

ARTICLE 9
OWNERSHIP AND USE OF DOCUMENTS

9.1 All documents including Drawings and Specification provided or furnished by the Architect, or the Architect's Consultants, pursuant to this Agreement are instruments of service in respect of the Project and the Architect, and the Architect's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of the Architect, and the Architect's Consultants, as appropriate) whether or not the Project is completed. The Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Owner and others.

9.2 The Architect shall provide a reproducible copy of the original drawings to the Owner for archival purposes. The Architect shall provide language on this copy of the original drawings regarding reuse of the documents.

9.3 Copyright. No reports, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Architect.

9.4 The Owner agrees to hold the Architect harmless for damages arising from the use of drawings, specifications, and other work developed in the performance of this Agreement, and the Project included therein, when such drawings, specifications, and other work are used for purposes other than as base documents for subsequent additions, remodeling, or alterations to the Project. This section shall not apply in instances where the Architect is retained as the Architect of Record on any such subsequent project using the same drawings, specifications, and other work product from the Project, which is the subject of this Agreement.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 Termination of Agreement for Cause. If, through any cause, the Architect shall fail to fulfill in timely and proper manner his obligations under this Agreement, or if the Architect shall violate any of the covenants, agreements, or stipulations of this Agreement, the Owner shall there-upon have the right to terminate this Agreement by giving written notice to the Architect of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Owner may make copies of all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Architect under this Agreement, except for deliverable identified under this Agreement, which the Architect shall provide at no additional cost.

A. Notwithstanding the above, the Architect shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Agreement by the Architect, and the Owner may withhold any payments to the Architect for the purpose of set-off until such time as the exact amount of damages due the Owner from the Architect is determined.

10.2 Termination for Convenience of the Owner. The Owner may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Architect. If the Agreement is terminated by the Owner as provided herein, the Architect will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Architect, paragraph 10.1 relative to termination shall apply.

ARTICLE 11
GENERAL AND SPECIAL PROVISIONS

11.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the state of New Mexico, as the same from time to time exist.

11.2 Unless expressly provided otherwise, terms in this Agreement shall have the same meaning as those in the Conditions of the Contract for Construction, as provided in Exhibit F of this Agreement.

11.3 As between the parties to this Agreement. As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Substantial Completion, not later than the date of the Owner's approval of the Final Certificate of Payment.

11.4 The Owner and the Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages covered and paid by any property insurance during construction as set forth in the Conditions of the Contract for Construction, as provided as a part of Exhibit F of this Agreement. The Owner and the Architect each shall require appropriate similar waivers from their contractors, consultants, and agents.

11.5 The Architect shall hold harmless and indemnify the Owner against injury, loss, or damage, including but not limited to court costs and reasonable attorney's fees - arising out of the negligent acts, errors, or omissions of the Architect.

11.6 This Agreement shall not become effective until signed by all parties required to sign this Agreement.

11.7 The Architect and his agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Architect and his agents and employees shall not as a result of this Agreement accrue leave, retirement, insurance, bonding, use of Owner vehicles, or any other benefits afforded to employees of the Owner.

11.8 The Architect's design shall be in compliance with applicable federal, state, and local codes and laws

related to the Work, including but not limited to provisions of the Civil Rights Act of 1964 and Executive Order 11246, Title VI, Section 3 and 109; the minimum handicapped accessibility as required by Section 60-13-44D, NMSA 1978; Section 306, New Mexico Uniform Building Code, which adopts ANSI A1 17.1, 1980; and parking requirements as required by Owner regulation. In all cases, the more restrictive code or statute adopted shall govern.

11.9 The Architect 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 consent of the Owner and review by the funding agency.

11.10 Whenever the Architect contracts for an additional Project Representative to be on the Project or enters into a joint venture to share the duties and responsibilities of the Architect under this Agreement, all such agreements require prior Owner approval and must outline the duties and responsibilities of the Architect and his representative, or joint venturer, or consultant; and a copy of such approved agreement shall be filed with the Owner. Such agreements shall be amendments to this Agreement.

11.11 The Architect agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner unless the Architect has express written authority to do so, and then only within the strict limits of that authority.

11.12 The Architect affirms that he currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Architect further affirms that, in the performance of this Agreement, no person having such interest shall be employed by the Architect. The Architect also agrees that neither he nor anyone employed by him shall have an interest, direct or indirect, in any company hired for the Project as Contractor, subcontractor, or supplier, except when the Project is a design-build project and/or the Owner provides inspections independent of the Architect.

11.13 Pursuant to Section 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including Section 30-14-1, 30-24-2, and 30-41-1 through 3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, violation of which constitutes a felony. Further, the Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978,

imposes civil and criminal penalties for its violation.

11.14 Professional Liability (Errors and Omissions) Insurance. If required in the Request for Proposals, the Architect shall obtain professional liability insurance and provide a certificate of coverage on the form designated herein as Exhibit B. See paragraph 13.9.

11.15 No work requiring the approval of the Owner shall be undertaken until the Owner's written approval has been requested and obtained. Any deviation from this requirement shall be considered a material breach of this Agreement and grounds for termination.

11.16 Notices. All notices herein provided to be given, or which may be given, by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid -in the instance of notice of termination of work also by certified mail - and addressed as shown on the cover sheet to this Agreement.

11.16.1 Nothing herein contained shall preclude the giving of any such written notice by personal service. The address to which notices shall be mailed to either party may be changed by written notice given by such party to the other as hereinabove provided.

11.17 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context requires otherwise.

11.18 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

11.19 Labor-Management Relations. During the entire term of this Agreement, the Architect shall take good-faith steps necessary to further satisfactory labor-management relations to the end that the operations of the Architect and of the Owner shall not be affected by strikes, picketing, boycotts, or other labor activities.

11.20 This document shall be executed in at least two counterparts, each of which shall be deemed an original.

11.21 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of this Agreement shall be attached to this Agreement at the time of execution and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

11.22 Separability. If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

11.23 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any term, covenant, or condition thereof.

11.24 Mergers, Dissolution, Successors, and Assigns. The Architect agrees that during the term hereof it will maintain its existing business structure and will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another business structure or permit one or more other business structures to consolidate or merge into it, unless the surviving, resulting, or transferred business structure, as the case may be: a) assumes, is capable of, and agrees in writing to perform all of the obligations of the Architect hereunder; b) qualifies to do business in the state of New Mexico, including providing a legal registered architect of New Mexico as Project Architect; and c) the Owner approves the firm or individual architect, or new architect, if any, who is to proceed.

11.24.1 The terms and provisions hereof shall extend to and be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

11.25 The Owner shall determine whether or not the Project Architect or the firm named as Architect in this Agreement shall continue to have all contract

rights under this Agreement and continue to represent the Owner under this Agreement in all instances where the Project Architect ceases to be associated with the firm names in this Agreement.

11.26 Entire Agreement. This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Agreement, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

11.27 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.

11.28 Words and Phrases. Words, phrases, and abbreviations, which have well-known technical or trade meanings used in the Contract Documents shall be used according to such recognized meanings. In the event of a conflict, the more stringent meaning shall govern.

11.29 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.

11.30 Exhibits and Attachments incorporated by Reference. All exhibits, attachments, riders, and addenda referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, as well as those listed in Paragraph 11.31 below, are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full this Agreement to the extent they are consistent with its conditions and terms.

11.31 The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A** - Time Schedule for Project Phases
- Exhibit B** - Architect's Errors and Omissions Insurance Certificate, if applicable
- Exhibit C** - List of Consultants
- Exhibit D** - Architect Additional Services Proposal/ Amendment Form

Exhibit E - Architect Pay Request Form

Exhibit F - Boilerplate Bidding Documents and Conditions of the Contract for Construction (by reference)

Exhibit G - Resident Project Representative, if applicable

Exhibit H - Federal Terms and Conditions for Professional Services, if applicable

Exhibit I - HVAC & Mechanical Equipment Maintenance, if applicable

ARTICLE 12 BASIS OF COMPENSATION

12.0 The Owner shall compensate the Architect for the Scope of Services provided in accordance with Article 7, Payments to the Architect, and other Terms and Conditions of this Agreement, as follows:

12.1 Compensation

12.1.1 For Basic Services, as described in Paragraphs 2.0 through 2.6, and other services included in Article 13 as part of Basic Services, the compensation is shown in paragraph 13.12.

12.1.2 Payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the Compensation detailed in paragraph 13.12.

12.1.3 The applicable Gross Receipts and Local Option taxes and Total Compensation presented in 13.12 shall be modified by amendment to this Agreement if the tax rate changes during the term of this Agreement.

12.2 For Project Representation beyond Basic Services, as described in Paragraph 2.7, compensation shall be computed separately in accordance with Subparagraph 2.7.2., and included with additional services in paragraph 13.12.

12.3 Compensation for Additional Services, this includes all additional services, shall be computed as a lump sum amount as shown in paragraph 13.12, plus applicable gross receipts and local option taxes.

12.3.1 For Additional Services of the Architect, as described in Paragraph 2.8, and any other services included in Article 13 as part of Additional Services, but excluding additional services of consultants, compensation shall be computed as shown in paragraph 13.12, plus applicable gross receipts and local option taxes.

12.3.2 For Additional Services of Consultants, including but not limited to the additional structural, mechanical, and electrical architectural services and landscape architectural services a multiple of 1.10 times the amounts billed to the Architect for such services. The Architect shall provide the Owner with hourly rates for his consultants and their employees detailed by professional levels within the firm. Multiples applied to Direct Personnel Expenses, when approved by the Owner, shall be the basis for compensation for the additional services of the consultant.

12.3.3 For all Additional Services of the Architect and/or Consultant, as described in paragraphs 12.3.1 and 12.3.2, these services and lump sum amount directly related to such services shall be specifically identified here and included with the additional services as a lump sum amount as shown in paragraph 13.12.

Topographical Survey	\$ _____
Geotechnical (Soil Compaction Testing)	\$ As a reimbursable
Property Boundary Survey	\$ _____
Easement Survey	\$ _____
Right-of-Way Survey	\$ _____
Additional Inspections	\$ _____

12.4 For Reimbursable Expenses, if allowed, as described in this Agreement at cost, compensation shall be computed as shown in paragraph 13.12, plus applicable gross receipts and local option taxes.

**ARTICLE 13
OTHER TERMS AND CONDITIONS OR
SERVICES**

(For use with Community Development Block Grant projects only)

The following terms, condition or services apply to projects funded through the Community Development Block Grant program:

13.1. On page 3, paragraph 1.6 delete the words "furnishings and equipment" from line 2 and insert the words "furnishings and equipment" after the words

and comma "acquisition costs," on line 3.

13.2 Project Description. As defined in paragraph 1.9 the Project (insert description and location) is:

13.3 User Agency. As defined in paragraph 1.14 the User (or User Agency) is:

13.4 On page 4, subparagraph 2.0.3, add the following sentence: "For purposes of this Agreement, moveable furnishings and equipment are not allowed to be purchased with CDBG funds; therefore, the Owner will purchase these items with its own funds separate from the CDBG grant."

13.5 Bidding Documents. As required under subparagraph 2.3.4, bidding documents will be furnished by the Architect to (list):

13.6 On-Site Observation. The number of on-site observations included per subparagraph 2.6.5 is: Monthly.

13.7 MACC. Pursuant to paragraph 5.1 the Maximum Allowable Construction Cost (MACC) shall not exceed: Five Million One Hundred Eighty-Two Thousand Seven Hundred Dollars
Dollars (\$ 5,182,700.00)

13.8 Additional Services. Pursuant to paragraph

<u>Position</u>	<u>Per Hour Rate</u>
Registered Architect Principals' time	\$ <u>250</u>
Project Architects' time	<u>150</u>

Employees' time (other than Principals') shall be at the following hourly rates, which shall not exceed 2.5 times the employee's direct salary:

Project Manager	\$ <u>125</u>
Design/Specification Writer	\$ <u>125</u>
Drafting/CADD Operator	\$ <u>90</u>
Clerical	\$ <u>75</u>
Other (list): Construction Administrator	\$ <u>125</u>

13.9 REIMBURSEABLES: Pursuant to paragraph

6.1, the following budget is set for reimbursable expenses as defined herein:

6.1.1 Per Diem and Mileage	\$	<u>N/A</u>
6.1.2 Fees for Securing Approvals	\$	<u>N/A</u>
6.1.3 Reproduction of drawings and specifications	\$	<u>N/A</u>
	# of sets	<u>0</u>
6.1.4 Geotechnical Report	\$	<u>6,100.00</u>
Applicable gross receipt taxes:	\$	<u>00.00</u>
TOTAL:	\$	<u>6,100.00</u>

Final reimbursable expenses shall be determined prior to the final request for payment under this agreement and shall be adjusted by amendment upward or downward as necessary. The Architect is responsible for keeping the Owner informed if the budgeted amount is anticipated to be exceeded as the project progresses.

13.10 Professional Liability Insurance. Pursuant to paragraph 11.14, the Architect shall shall not obtain professional liability insurance and provide a certificate of coverage on the form designated herein as Exhibit B. Such insurance coverage shall be maintained in full force and effect at all times during the performance of Project services. Fees for such insurance shall be at the Architect's expense and of the limits of liability set forth as follows: Professional liability (errors and omissions) insurance, per claim and in the aggregate, of none required \$250,000 \$ 500,000 \$1,000,000, unless as otherwise provided in Article 13. Proof of compliance with this section shall be provided by the Architect to the Owner in each year insurance is required.

On the basis of a Fixed Fee of Plus all applicable GRT @ 7.7083%	\$	<u>414,616.00</u>
	\$	<u>31,959.85</u>
TOTAL BASIC COMPENSATION	\$	<u>446,575.85</u>
Total Reimbursable	\$	<u>6,100.00</u>
TOTAL LUMP SUM CONTRACT AMOUNT	\$	<u>452,675.85</u>

13.12 Compensation. Pursuant to paragraphs 12.1.2.3 and .4, payments for all services, including gross receipts taxes, shall be computed on:

Schematic Phase	15%	\$ <u>62,192.40</u>
Design Development Phase	25%	\$ <u>103,654.00</u>
Construction Document Phase	35%	\$ <u>145,115.60</u>
Procurement Phase	5%	\$ <u>20,730.80</u>

Construction Phase	20%	\$ <u>82,923.20</u>
	100%	
Total Architectural Fees	\$	<u>414,616.00</u>
Applicable gross receipt taxes @ 7.7083 %	\$	<u>31,959.85</u>
Total Lump Sum Fixed Compensation	\$	<u>446,575.85</u>
	\$	<u> </u>

13.13 Federal Terms and Conditions. Exhibit H modifies the Terms and Conditions of this Agreement only to the extent delineated in Exhibit H.

OWNER/ARCHITECT PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE

Contract No. A-22-003

AGREED

Architect By: _____

Project Architect By: _____

NM Seal and Certificate Number: 005017

NM Tax ID No: 02-111388-00-2

Federal ID No. 85-0370862

REVIEWED AS TO BUDGETARY SUFFICIENCY

Finance Officer By: _____

Approved Disapproved

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

Legal Counsel By: _____

APPROVED

OWNER: _____

By: _____

Attest: By: _____

Municipal/County Clerk

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TIME SCHEDULE FOR PROJECT PHASES

Project	Date/Day to be Completed
Programming Phase	26 May 2022
Programming Phase Review	24 June 2022
Schematic Design Phase	22 September 2022
Schematic Design Phase Review	17 October 2022
Design Development Phase	20 January 2023
Design Development Phase Review	08 February 2023
Construction Documents Phase	22 June 2023 to 07 July 2023
Construction Documents Phase Review	TBD
Bidding Phase	
Invitation for Bid	TBD
Bid Opening	TBD
Construction Phase Begins	TBD
Acceptance of Project Release of Liens, and Approval by the Owner of As-Built Drawings required by Article 9 (Occupancy)	TBD

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**PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE
CERTIFICATE**

Note: A copy of the Architect's Professional Liability (Errors and Omissions)
Insurance Certificate, if required, shall be attached hereto.

LIST OF CONSULTANTS

	<u>Firm</u>	<u>Address</u>	<u>Phone/Fax No.</u>
Civil Engineer	Souder Miller & Associates,	3500 Sedona Hills Parkway,	Las Cruces, NM 88011,
Landscape Architect		575-647-0799	
Structural	Stubbs Engineering,	1990 E. Lohman Ave,	Las Cruces NM 88005, 575 993-5228
Mechanical	RBM Engineering, Inc,	1065 South Main bld D,	Las Cruces NM 88005 575 647-1554
Electrical	RBM Engineering, Inc,	1065 South Main bld D,	Las Cruces NM 88005 575 647-1554
Architectural			
Cost Estimating			
Other (list)			

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ARCHITECT PAY REQUEST

Architect: ASA Architects, P.C.

Date: _____

Statement N°. _____

Purchase Order N°. _____

Project: CHAVES COUNTY PUBLIC HEALTH OFFICE

Project N°. 22-C-NR-I-03-G-08

	Contract Sum	Completed to Date	Less Previous Payments	Amount this Request
Basic Services				
Programming Phase	\$ In Schematic	\$	\$	\$
Schematic Design Phase	\$ 62,192.40	\$	\$	\$
Design Documents Phase	\$ 103,654.00	\$	\$	\$
Construction Development Phase	\$ 145,115.60	\$	\$	\$
Bidding or Negotiation Phase	\$ 20,730.80	\$	\$	\$
Construction/Inspection Phase	\$ 82,923.20	\$	\$	\$
Acceptance Phase	\$ In Construction	\$	\$	\$
Eleven Month Inspection	\$ In Construction	\$	\$	\$
Additional Services **	\$ n/a	\$	\$	\$
Reimbursables **	\$ 6100.00	\$	\$	\$
Gross Receipt Taxes	\$ 31,959.85	\$	\$	\$
Total Lump Sum Fixed Amount	\$ 452,675.85	\$	\$	\$

TO DATE: \$ _____

TOTAL AMOUNT DUE: \$ _____

** All Additional Services and Reimbursables other than what has been shown in paragraph 13.12 must be authorized by Contract Amendment.

CERTIFICATION

I do hereby certify that the work described herein has been performed and that no previous payment for the Total Amount due has been received.

By: _____ Title _____

OWNER USE ONLY

I certify that the above services were rendered as stated; that they were necessary and proper and that the amounts claimed are just and reasonable and that no part thereof has been paid.

By: _____ Title _____

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

The Architect's responsibilities during construction administration as outline in section 00700 "General Conditions of the the Contract for Construction" are incorporated herein by reference.

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FEDERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

State administered Community Development Block Grant monies are federal funds. Section 13-1-30B NMSA 1978 of the Procurement Code stipulates: "When a procurement involves the expenditure of federal funds, the procurement shall be conducted in accordance with mandatory applicable federal law and regulations. When mandatory applicable federal law or regulations are inconsistent with the provisions of the Procurement Code, compliance with federal law or regulations shall be compliance with the Procurement Code." The applicable governing federal procurement standards are defined in OMB Circular A-102, Attachment O. When federal and state procurement policies are different, the more restrictive policies apply so long as they are consistent with Circular A-102 standards.

1. Termination of Contract for Cause. If, through any cause, the Architect shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Architect shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall there-upon have the right to terminate this Contract by giving written notice to the Architect of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Architect under this Contract shall, at the option of the Owner, become its property and the Architect shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

1.1 Notwithstanding the above, the Architect shall not be relieved of liability to the Owner damages sustained by the Owner by virtue of any breach of the Contract by the Architect, and the Owner may withhold any payments to the Architect for the purpose of set-off until such time as the exact amount of damages due the Owner from the Architect is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this contract at any time by giving at least ten (10) days notice in writing to the Architect. If the Contract is terminated by the Owner as provided herein, the Architect will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Architect, paragraph 1 hereof relative to termination shall apply.

3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Architect to be performed hereunder. Such changes, including any increase or decrease in the amount of the Architect compensation, which are mutually agreed upon by and between the Owner and the Architect, shall be incorporated in written amendments to this contract.

4. Personnel.

A. The Architect represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.

B. All of the services required hereunder will be performed by the Architect or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

C. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the Owner. Any work or services subcontracted hereunder be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Architect shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Owner thereto; provided, however, that claims for money by the Architect from the Owner under the Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.

6. Reports and Information. The Architect, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

7. Records and Audits. The Architect shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the Owner and to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the Owner and the funding agency.

8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Architect under this Contract are confidential and the Architect agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Architect.

10. Compliance with Local Laws. The Architect shall comply with all applicable laws, ordinances and codes of the State and the Owner, and the Architect shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. During the performance of this Contract, the Architect agrees as follows:

A. The Architect will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The Architect will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Architect agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owners setting forth the provisions of this non-discrimination clause.

B. The Architect will, in all solicitation or advertisements for employees placed by or on behalf

of the Architect, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.

C. The Architect will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

D. The Architect will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Architect will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Owner's representative, the funding agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Architect's non-compliance with the equal opportunity clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Architect may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Architect will include the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Architect will take such action with respect to any subcontract or purchase order as the Owner's representative may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Architect becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction

by the Owner, the Architect may request the United States to enter into such litigation to protect the interests of the United States.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

A. The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

C. The contractor will send to each labor organization or representative or workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places

available to employees and applicants for employment or training.

D. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

15. Interest of Members of the Owner. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Architect shall take appropriate steps to assure compliance.

16. Interest of other Local Public Officials. No member of the governing body of the Owner and no other public official of the Owner, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Architect shall take appropriate steps to assure compliance.

17. Interest of Architect and Employees. The Architect covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest

which would conflict in any manner or degree with the performance of his services hereunder. The Architect further covenants that in the performance of this Contract, no person having any such interest shall be employed.

18. Access to Records. The State funding (Grantor) agency, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Architect which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

19. All records connected with this contract will be maintained in a central location by the Owner and will be maintained for a period of six (6) years from the official date of closeout of the grant.

Item # 2

EM-24-1 Inmate Medical Services –
Emergency Procurement – approval of
A-23-032 with Roadrunner Health
Services

Meeting Date: 08/17/2023

STAFF SUMMARY

REQUESTED BY: Bill Williams, County Manager

ACTION REQUIRED: Approve Agreement A-23-032

SUMMARY: Chaves County Board of Commissioners approved Emergency Procurement EM-24-1 at the July 27th, 2023 meeting. Contract negotiations have been executed and finalized. Staff and legal have reviewed the contract and recommend approval.

Contract term: August 17, 2023 – June 30, 2024

A formal RFP solicitation will be published upon the expiration of this contract to remove Chaves County from the Emergency Procurement.

SUPPORT DOCUMENTS: A-23-032 Roadrunner Health Services Agreement

SUMMARY BY: Analicia Nieto

TITLE: Purchasing Director, CPO

AGREEMENT A-23-032
BETWEEN CHAVES COUNTY, NM AND ROADRUNNER HEALTH SERVICES LLC
FOR INMATE MEDICAL SERVICES AT CHAVES COUNTY DETENTION CENTER

This Agreement is made and entered into this 17th day of August, 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 Commissioners, hereinafter referred to as “COUNTY” and Roadrunner Health Services LLC, a New Mexico Corporation hereinafter referred to as “RHS.”

WITNESSETH

WHEREAS, the COUNTY is charged by law with the responsibility for obtaining and providing reasonably necessary health care for inmates at the Chaves County Detention Center (“CCDC”), located at 3701 South Atkinson Avenue, Roswell, New Mexico 88203; and

WHEREAS, the COUNTY desires to provide for health care to the inmates in CCDC in accordance with applicable law; and

WHEREAS, the COUNTY desires to enter into this Agreement with RHS to promote this objective; and

WHEREAS, RHS is in the business of providing correctional health care services and desires to provide such services for the COUNTY under the terms and conditions hereof.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES

ARTICLE 1
GENERAL ENGAGEMENT

- 1.1 The COUNTY hereby contracts with RHS to provide for the delivery of medical, mental health and ancillary healthcare to individuals committed to the custody of CCDC. The terms and conditions of Exhibit B - RHS Cost, Services and Schedule Summary submitted July 18, 2023 specific to “Inmate Medical Services” for CCDC is incorporated herein verbatim as if fully set forth.
- 1.2 COVERED PERSON. An inmate/detainee housed in CCDC who is (1) part of the detention population, and (2) fit for confinement.
- 1.3 FIT FOR CONFINEMENT. A determination made by RHS authorized physician or health care staff, such a determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital.
- 1.4 HEALTH CARE STAFF. Medical, mental health and support staff provided or administered by RHS.

- 1.5 RHS CHIEF MEDICAL OFFICER. RHS' Chief Licensed or Certified Health Care provider who is vested with certain decision making duties under this Agreement.
- 1.6 NCCHC. The National Commission on Correctional Health Care.
- 1.7 SPECIALITY SERVICES. Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, dermatology, or other specialized fields of medicine excluding services provided in this Agreement.
- 1.8 MEDICAL UNIT. RHS shall utilize the Medical Unit at CCDC to provide services to covered persons housed at CCDC. If for any reason, the Medical Unit is unusable due to unforeseen circumstances RHS shall set up a triage unit in the sally port of CCDC.

ARTICLE 2
HEALTH CARE SERVICES

- 2.1 SCOPE OF SERVICES. RHS shall administer health care services and related administrative services at CCDC according to the terms and provisions of this Agreement. The costs of the various health care services shall be borne by RHS, or the COUNTY as set forth in this Article.
- 2.2 GENERAL HEALTH CARE SERVICES. RHS will arrange and bear the cost of the following health care services:
 - A. HEALTH ASSESSMENT. A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at CCDC. The health assessment shall follow current NCCHC standards.
 - B. SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting.
- 2.3 AMBULANCE SERVICE. RHS shall arrange emergency ambulance services for COVERED PERSONS. Costs for ambulance services shall be the responsibility of the COUNTY.
- 2.4 DENTAL. RHS shall arrange medically necessary on-site dental services, including annual dental cleanings for inmates held for over 365 days, generally not to exceed one (1) eight (8) hour visit every month, or as needed. RHS shall arrange emergency dental services only if RHS's CHIEF MEDICAL OFFICER determines that such care is medically necessary. If the dental services cannot be rendered on-site, RHS shall arrange offsite dental services. Costs for off-site dental services shall be the responsibility of the COUNTY.
- 2.5 DIALYSIS SERVICES - NOT COVERED. In the event that dialysis services are required for the JAIL POPULATION, RHS shall not be responsible for the provision or cost of such dialysis services.
- 2.6 ELECTIVE MEDICAL CARE - NOT COVERED. RHS shall not be responsible for the provision or cost of any elective care. Elective medical care shall be defined as crude which, if not provided, would not, in the sole opinion of RHS's CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the INMATE/DETAINEE'S

wellbeing. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

- 2.7 HOSPITALIZATION. RHS will arrange hospitalization related to medical services for a COVERED PERSON who, in the opinion of the treating physician and/or RHS's CHIEF MEDICAL OFFICER or designee, requires hospitalization. Costs for hospitalization services shall be the responsibility of the COUNTY.
- 2.8 LONG TERM CARE - NOT COVERED. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long-term care facility, RHS shall not be responsible for the provision or cost of any such care.
- 2.9 MEDICAL WASTE. RHS shall arrange for the removing and proper disposal of medical waste material generated while fulfilling its duties under this AGREEMENT in accordance with all applicable state laws and OSHA-regulated standards. Costs for removing and properly disposing of medical waste material incurred by RHS shall be billed to the COUNTY.
- 2.10 MENTAL HEALTH CARE. RHS shall arrange and manage the provision of on-site mental health services for COVERED PERSONS, which shall include intake, evaluations, referrals, medication evaluation and prescription, crisis management, suicide intervention and continuity of care. RHS shall not be responsible for the provision or cost of any offsite or inpatient mental health services.
- 2.11 OFFICE EQUIPMENT - NOT COVERED. RHS shall not be responsible for the provision or cost of any office equipment. The COUNTY shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.
- 2.12 OFFICE SUPPLIES. RHS shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.
- 2.13 PATHOLOGY/RADIOLOGY SERVICES. RHS shall arrange all pathology and radiology services (also referred to as laboratory and x-ray services) ordered by a RHS physician for COVERED PERSONS. RHS shall arrange on-site pathology and radiology services to the extent reasonably possible. To the extent pathology and radiology services are required and cannot be rendered on-site, RHS shall make appropriate arrangements for rendering offsite pathology and radiology care. RHS will arrange and coordinate with the COUNTY for the transportation for pathology and radiology off-site services. Costs for off-site pathology and radiology services shall be the responsibility of the COUNTY.
- 2.14 PHARMACY SERVICES. RHS shall provide monitoring of pharmacy usage as well as a Preferred Medication List. Pharmacy cost to the COUNTY of all prescription and non-prescription over-the-counter medications prescribed by a duly licensed RHS Certified Health Care Provider for a COVERED PERSON.
 - A. GENERAL. Prescribing, dispensing, and administering of medication shall comply with all State and Federal laws and regulations and all medications shall be dispensed under the supervision of a duly authorized, appropriately Licensed or Certified Health Care Provider.
 - B. PRICING. RHS shall bill COUNTY for prescription and OTC pharmaceuticals at cost.
- 2.15 PREGNANT COVERED PERSONS. RHS shall arrange on-site health care services for any pregnant COVERED PERSON in accordance with NCCHC standards and this AGREEMENT, but

RHS shall not arrange any health care services for infants. Off-site health care services for any pregnant COVERED PERSON shall be in accordance with SPECIALTY SERVICES as set forth herein in Paragraph 2.19.

- 2.16 SPECIALTY SERVICES. In the event it is determined that a COVERED PERSON requires SPECIALTY SERVICES, RHS shall arrange SPECIALTY SERVICES. RHS's authorized physician will make such a determination and refer COVERED PERSONS for SPECIALTY SERVICES when, in the physician's professional opinion, it is deemed medically necessary. RHS's authorized personnel will make a recommendation and obtain approval from the COUNTY for SPECIALTY SERVICES prior to making arrangements for SPECIALTY SERVICES. RHS shall arrange onsite SPECIALTY SERVICES to the extent reasonably possible. To the extent SPECIALTY SERVICES are required and cannot be rendered on-site, RHS shall make appropriate off-site arrangements for rendering off-site care. In the event that SPECIALTY SERVICES are rendered off-site but do not require hospitalization, RHS will arrange only if the RHS CHIEF MEDICAL OFFICER or designee approves off-site SPECIALTY SERVICES. Costs for off-site specialty services shall be the responsibility of the COUNTY.
- 2.17 VISION CARE -NOT COVERED. RHS shall not be responsible for the provision or cost of such vision services.

ARTICLE 3
HEALTH CARE STAFF

- 3.1 STAFFING HOURS. RHS shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article 2 as set forth in the staffing plan set forth in Exhibit A, attached hereto and made a part hereof. RHS reserves the right to assign the staff in Exhibit A to shift coverage as necessary based on operational needs to provide the health care services under this AGREEMENT.
- A. Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours' advance notice.
 - B. RHS shall provide or arrange for the provision of an on-call Physician and/or Nurse Practitioner available by telephone or pager, 24 hours per day and 7 days per week.
 - C. RHS's Health Services Administrator and a Mental Health Practitioner will be available by telephone or pager 24 hours per day and 7 days per week.
 - D. RHS shall make reasonable efforts to supply the staffing levels contained in this section, however, failure to continuously supply all of the required staffing due to labor market demands or other factors outside the control of RHS, after such reasonable efforts have been made, shall not constitute a breach of this AGREEMENT.
- 3.2 STAFFING LEVELS. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINÉE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be agreed to by the COUNTY and RHS. Such agreements shall be in writing between the parties unless an emergency warrants a verbal agreement, which shall be subsequently documented in writing.
- 3.3 STAFF SCREENING. The COUNTY shall screen RHS's proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at CCDC to ensure they do not

constitute a security risk. The COUNTY shall have final approval, which shall not be unreasonably withheld, of RHS's HEALTH CARE STAFF, employees, agents and/or subcontractors, related to security/background clearance.

- 3.4 **SATISFACTION WITH HEALTH CARE STAFF.** In recognition of the sensitive nature of correctional facility operations, if the COUNTY becomes dissatisfied with any member of the HEALTH CARE STAFF, the COUNTY shall provide RHS with written notice of such dissatisfaction and the reasons, therefore. Following receipt of this notice, RHS shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the COUNTY within ten (10) business days following RHS's receipt of the notice, RHS shall remove the individual from providing services at CCDC within a reasonable time frame considering the effects of such removal on RHS's ability to deliver health care services and recruitment/hiring of an acceptable replacement. The COUNTY reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.
- 3.5 **TELE-MEDICINE AND TELE-PSYCHIATRY SERVICES.** RHS will provide telemedicine supervision, management, and oversight by a Family Nurse Practitioner (FNP), and tele-psychiatry patient care and medication management by a Psychiatric Nurse Practitioner / Psychiatrist. RHS will be responsible for installing and maintaining telemedicine equipment necessary to deliver telemedicine and tele-psychiatric services at no additional cost to COUNTY.

ARTICLE 4 **ADMINISTRATIVE SERVICES**

- 4.1 **UTILIZATION MANAGEMENT.** RHS shall provide utilization management services and administer medical claims processing for the offsite medical services/pharmacy services administered by RHS, as set forth in Article 2, on behalf of the COUNTY. RHS will follow applicable state laws and make reasonable efforts to obtain provider discounts and will keep the COUNTY apprised of its utilization management practices.
- 4.2 **HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING.** RHS shall conduct an ongoing health and mental health education and training program for the Detention Officers in accordance with the needs mutually established by the COUNTY and RHS. Training shall be provided by methods and intervals determined by RHS.
- 4.3 **QUARTERLY REPORTS.** RHS shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the CCDC POPULATION.
- 4.4 **QUARTERLY MEETINGS.** As requested by the COUNTY, RHS shall meet quarterly, or as soon thereafter as possible, with the COUNTY, or designee, concerning health care services within CCDC and any proposed changes in health-related procedures or other matters, which both parties deem necessary.
- 4.5 **MEDICAL RECORDS MANAGEMENT.** RHS shall provide the following medical records management services:
- A. **MEDICAL RECORDS.** RHS HEALTH CARE STAFF shall maintain, cause, or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be

available to accompany each COVERED PERSON who is transferred from CCDC to another location for off-site services or transferred to another institution. RHS will keep medical records confidential and shall not release any information contained in any medical record except as required by CCDC policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the COUNTY, as property of the COUNTY.

- B. COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal policy statute or regulation.
- C. RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, RHS shall make available to the COUNTY, unless otherwise specifically prohibited, at the COUNTY's request, all records, documents, and other papers relating to the direct delivery of health care services to the CCDC POPULATION hereunder.

- 4.6 ELECTRONIC MEDICAL RECORDS SYSTEM. RHS shall implement an electronic medical records (EMR) system and will be responsible for all costs associated with its installation, operation, and upkeep of the system for the term of this agreement, including any extensions. COUNTY shall make available to RHS its network and internet access to operate the EMR. RHS will begin implementation as soon as practical. Upon termination of this AGREEMENT, RHS will provide the COUNTY with a data file including all electronic medical records in its possession. RHS shall bill COUNTY monthly for the EMR system as described in Exhibit B - COST SERVICES AND SCHEDULE SUMMARY 2023.

ARTICLE 5
PERSONS COVERED UNDER THIS AGREEMENT

- 5.1 GENERAL. Except as otherwise provided in this AGREEMENT, RHS shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.
- 5.2 EMERGENCY MEDICAL CARE FOR CCDC EMPLOYEES AND VISITORS. RHS shall arrange for on-site first response emergency medical care as required for CCDC employees, contractors and visitors to CCDC. Medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
- 5.3 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that RHS is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall RHS be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releasees, parolees and escapees.
- 5.4 TUBERCULINE TESTING AND HEPATITIS VACCINATIONS. RHS will provide skin tuberculin testing for RHS and CCDC staff upon hire and on an annual basis and will provide hepatitis vaccinations for RHS and CCDC staff upon hire. Supplies and serum will be billed to the COUNTY as described in Exhibit B – Cost Proposal.

ARTICLE 6

PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

- 6.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE CCDC. RHS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from CCDC, including, but not limited to the services listed in Article 2 of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES. RHS shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside CCDC (i.e., non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).
- 6.2 INJURIES PRIOR TO INCARCERATION AND FIT FOR CONFINEMENT. RHS shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at CCDC. In addition, RHS shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life-threatening injury or illness or in immediate need of emergency medical care. RHS shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. RHS shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

ARTICLE 7

COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

- 7.1 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles 2, 3 and 4 above. RHS shall not be responsible for any expenses not specifically covered under this AGREEMENT. In the event that any of the health care services not covered by RHS under this AGREEMENT or any services that are not listed within this AGREEMENT, are required for a member of the CCDC POPULATION as a result of the medical judgment of a physician or RHS authorized personnel, RHS shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.
- 7.2 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or their employees, agents or contractors, which results in medical care for the CCDC POPULATION, CCDC staff, visitors, or contractors, RHS shall not be responsible for costs attributable to such catastrophic event. Notwithstanding the above, RHS shall be responsible for medical costs under this AGREEMENT associated with such an event only if such an event was caused solely by RHS.

ARTICLE 8
COUNTY'S DUTIES AND OBLIGATIONS

- 8.1 **COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS.** The COUNTY, CCDC, and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA") and any State health information privacy laws, to the extent they are applicable. The COUNTY shall implement policies and/or procedures in compliance with such laws.
- 8.2 **COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE.** RHS shall identify to the COUNTY those members of the CCDC POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated or which may require extensive care while incarcerated. After review of the circumstances, and when security risks permit, the COUNTY shall make every effort to have such an INMATE/DETAINEE released, transferred, or otherwise removed from the correctional setting.
- 8.3 **RECORD ACCESS.** During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the COUNTY shall provide RHS, at RHS's request, the COUNTY and/or CCDC's records (including medical records) relating to the provision of health care services to the CCDC POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the CCDC POPULATION (to the extent the COUNTY or CCDC has control of, or access to, such records). RHS may request such records in connection with the investigation of, or defense of, any claim by a third party related to RHS's conduct or to prosecute a claim against a third party. Any such information provided by the COUNTY to RHS that the COUNTY considers confidential shall be kept confidential by RHS and shall not, except as may be required by law, be distributed to any third party without prior written approval by the COUNTY.
- 8.4 **USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES.** INMATES/DETAINEES of CCDC shall not be employed or otherwise engaged or utilized by either RHS or the COUNTY in rendering any health care services to the CCDC POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the CCDC POPULATION and not involving access to CCDC POPULATION records in accordance with NCCHC standards.
- 8.5 **SECURITY OF CCDC AND RHS.** RHS and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of RHS, as well as for the security of the JAIL POPULATION and COUNTY's staff, consistent with a correctional setting. The COUNTY shall provide security sufficient to enable RHS, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. RHS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the COUNTY while at the JAIL or other premises under the COUNTY's direction or control.
- 8.6 **COUNTY POLICIES AND PROCEDURES.** RHS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY's posted security Policies and Procedures, which impact the provision of medical services.

- A. A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by RHS at CCDC, and RHS may make a reasonable number of copies of any specific section(s) it wishes using the COUNTY's photocopy equipment and paper.
 - B. Any Policy or Procedure that may impact the provision of health care services to the CCDC POPULATION, which has not been made available to RHS, shall not be enforceable against RHS unless otherwise agreed upon by both parties.
 - C. Any modification of the posted Policies and Procedures shall be timely provided to RHS. RHS, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to RHS.
 - D. If any of the COUNTY's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY's representative and RHS shall review the COUNTY's Policies and Procedures and modify or remove those provisions that conflict with RHS's Jail Health Care Policies and Procedures.
- 8.7 DAMAGE TO EQUIPMENT. RHS shall not be liable for loss of or damage to equipment and supplies of RHS, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY's employees.
- 8.8 SECURE TRANSPORTATION. The COUNTY shall provide security as necessary and appropriate in connection with the transportation of a member of the CCDC POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by RHS. RHS shall coordinate with the COUNTY for transportation to and from the off-site services provider or hospital.
- 8.9 OFFICE EQUIPMENT AND SUPPLIES. The COUNTY shall provide use of COUNTY-owned office equipment, supplies, and all necessary utilities (including telephone and fax line service) in place at the CCDC health care facilities except as otherwise set forth in Paragraphs 2.13 and 2.14. At the termination of this AGREEMENT, RHS shall return to the COUNTY possession and control of all COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.
- 8.10 NON-MEDICAL CARE OF CCDC POPULATION. It is understood that the COUNTY shall provide for all the non-medical personal needs and services of the CCDC POPULATION as required by law. RHS shall not be responsible for providing, or liable for failing to provide, non-medical services to the CCDC POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.
- 8.11 CCDC POPULATION INFORMATION. In order to assist RHS in providing the best possible health care services to COVERED PERSONS, the COUNTY shall provide, as needed, information pertaining to the COVERED PERSON that RHS and the COUNTY mutually identify as reasonable and necessary for RHS to adequately perform its obligations under this AGREEMENT.

ARTICLE 9
COMPENSATION

- 9.1 The COUNTY shall pay RHS a monthly management fee for inmate medical services provided to covered persons housed at CCDC as described in Exhibit B – Cost Proposal.
- 9.2 The COUNTY shall reimburse RHS for pass-through services provided to covered persons housed at CCDC as described in Exhibit B – Cost Proposal.
- 9.3 RHS will invoice the COUNTY within fifteen (15) days following the month in which the costs are incurred by RHS. The COUNTY agrees to pay RHS within thirty (30) days of receipt of the invoice. In the event this AGREEMENT should commence or terminate on a day other than the first or last day of any calendar month, compensation to RHS will be prorated accordingly for the shortened month.
- 9.4 RHS will e-mail monthly invoices to COUNTY at:

Jeff Ortega
Indigent Health Care Director
Chaves County
PO Box 1597
Roswell, NM 88202-1597
E-mail: jeff.ortega@chavescounty.gov

ARTICLE 10
TERM AND TERMINATION

- 10.1 TERM. The term of this AGREEMENT shall begin September 13, 2023, at 12:01 a.m. through June 30, 2024, at 11:59 p.m.
- 10.2 TERMINATION FOR LACK OF APPROPRIATIONS. It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.
- A. Recognizing that termination for lack of appropriations may entail substantial costs for RHS, the COUNTY shall act in good faith and make every effort to give RHS reasonable advance notice of any potential problem with funding or appropriations.
- B. If future funds are not appropriate for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to RHS.
- 10.3 TERMINATION DUE TO RHS'S OPERATIONS. The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to RHS in the event that RHS discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.
- 10.4 TERMINATION FOR CAUSE. The AGREEMENT may be terminated for cause under the following provisions:

- A. **TERMINATION BY RHS.** Failure of the COUNTY to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by RHS upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have ten (10) days to provide a written response to RHS. If the COUNTY provides a written response to RHS that provides an adequate explanation for the "basis for termination" and the COUNTY cures the "basis for termination" to the satisfaction of RHS, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to RHS.
- B. **TERMINATION BY COUNTY.** Failure of RHS to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice RHS shall have ten (10) days to provide a written response to the COUNTY. If RHS provides a written response to the COUNTY that provides an adequate explanation for the "basis for termination," or cures the "basis for termination" to the satisfaction of the COUNTY, the sixty (60) day notice shall become null, and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the COUNTY.
- 10.5 **TERMINATION WITHOUT CAUSE.** Notwithstanding anything to the contrary contained in this AGREEMENT, the COUNTY or RHS may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.
- 10.6 **COMPENSATION UPON TERMINATION.** If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay RHS for all services rendered by RHS up to the date of termination of the AGREEMENT regardless of the COUNTY's failure to appropriate funds.
- 10.7 **PROPERTY DISPOSITION UPON TERMINATION.** Upon termination of this AGREEMENT, RHS shall be allowed to remove from CCDC any supplies purchased by RHS that have not been used at the time of termination. RHS shall also be allowed to remove its property from CCDC including its proprietary Policies and Procedures, Manuals, Training Material, and Forms and COUNTY agrees to maintain as confidential all RHS materials, documents or reports marked as confidential or proprietary.

ARTICLE 11
LIABILITY AND RISK MANAGEMENT

- 11.1 **INSURANCE COVERAGE.** RHS shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage, and limits of insurance:
- A. **MEDICAL MALPRACTICE / PROFESSIONAL LIABILITY.** Medical Malpractice / Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

- B. **COMPREHENSIVE GENERAL LIABILITY.** Comprehensive General Liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- C. **WORKER'S COMPENSATION.** Worker's Compensation coverage as required by applicable state law.
- 11.2 **ENDORSEMENTS.** The Comprehensive General Liability policy shall contain additional endorsements naming CCDC as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.
- 11.3 **PROOF OF INSURANCE.** RHS shall provide the COUNTY with proof of professional liability or medical malpractice coverage for RHS's HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. RHS shall promptly notify the COUNTY, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If RHS fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY pursuant to the terms of Article 10.
- 11.4 **INDEMNIFICATION.** RHS shall defend, indemnify and hold harmless the COUNTY, including, but not limited to, the Chaves County Commission, Chaves County employees, Chaves County Commissioners, agents of COUNTY from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this AGREEMENT, caused in whole or in part by the negligent act or failure to act of RHS, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of RHS resulting in injury or damage to persons or agents, or if caused by the actions of any client of RHS resulting in injury or damage to persons or property during the time when RHS or any officer, agent, employee, servant or subcontractor under this AGREEMENT is brought against RHS, RHS shall, as soon as practical, but no later than two (2) days after it receives notice thereof, notify the County Manager by e-mail. The COUNTY acknowledges that RHS' promise of indemnification does not extend to actions caused in whole or in part by the negligent act or failure to act of the COUNTY, including, but not limited to the Chaves County Commission, Chaves County employees, or agents of COUNTY.
- 11.5 **HIPAA.** RHS, the COUNTY, CCDC, and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. The COUNTY, CCDC, and their employees and agents shall indemnify and hold harmless RHS from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, and their employees, agents and subcontractors, unless such claims are proven to be caused by the sole negligence or willful misconduct of RHS.

ARTICLE 12
MISCELLANEOUS

- 12.1 **INDEPENDENT CONTRACTOR STATUS.** It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over

the manner or methods by which RHS, its employees, agents or subcontractors perform hereunder, or RHS to exercise control or direction over the manner or methods by which the COUNTY, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT.

- 12.2 **SUBCONTRACTING.** In performing its obligations under the AGREEMENT, it is understood that RHS is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements RHS may engage physicians or other clinicians as independent contractors ("Contract Professionals"), rather than employees, in order to supply the clinical services required under this AGREEMENT. RHS shall engage Contract Professionals that meet the applicable professional licensing requirements and RHS shall exercise administrative supervision over such Contract Professionals as necessary to ensure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that RHS may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.
- 12.3 **EQUAL EMPLOYMENT OPPORTUNITY.** RHS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. RHS will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.
- 12.4 **WAIVER OF BREACH.** The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- 12.5 **OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.** The parties acknowledge that RHS is neither bound by or aware of any other existing contracts to which the COUNTY is a party and which relate to the providing of health care to INMATES/DETAINEES at CCDCL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.
- 12.6 **FORCE MAJEURE.** In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent; the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

12.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties; provided however, that RHS may assign its rights or delegate its duties to an affiliate of RHS, or in connection with the sale of all or substantially all of the stock, assets or business of RHS, without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

12.8 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

David C. Montoya, CEO
Roadrunner Health Services, LLC
4320 The 25 Way, Suite 400
Albuquerque, NM 87109

William B. William, County Manager
Chaves County
#1 St. Mary's Place
Roswell, NM 88203

Such address may be changed from time to time by either party by providing written notice as provided above.

12.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of New Mexico without regard to the conflicts of laws or rules of any jurisdiction.

12.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this AGREEMENT on behalf of such party, and each party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

12.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: Article 9, Article 10 and Article 11.

12.12 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

12.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

12.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

12.15 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

Board of Chaves County Commissioners

ATTEST:

By: _____
JEFF BILLBERRY, Chairman

CINDY FULLER, CLERK

Date: August _____, 2023

Roadrunner Health Services

By: _____
DAVID MONTOYA, CEO

Date: August _____, 2023

EXHIBIT A: STAFFING PLAN

**The following staffing schedule is proposed for the
Chaves County Detention Center**

Chaves County Detention Center										
Staffing Plan- ADP average 250										
Discipline/Position	Scheduled Hours							Total Hours	FTEs	
	Sun	Mon	Tues	Wed	Thru	Fri	Sat			
Day Shift										
HSA - RN		8.00	8.00	8.00	8.00	8.00	8.00		40.00	1.00
RN/LPN/EMT/ CMA	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
RN/LPN/EMT/ CMA	12.00	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
MAT Nurse	off	off	5.00	5.00	5.00	5.00	5.00	off	20.00	0.50
Mental Health LPC/LCSW		8.00	8.00	8.00	8.00	8.00	8.00		40.00	1.00
			5.00	5.00	5.00	5.00			20.00	0.50
Mid-Level Psych / Psychiatrist (24/hrs. coverage)	1.00*	1.00* 3.00	1.00* 3.00	1.00* 7.00 (clinic)	1.00*	1.00*	1.00*	1.00*	20.00	0.50
MD/Mid-Level NP/ PA (24/hrs. coverage)	1.00*	1.00*	1.00*	1.00* 6.00 (clinic)	1.00* 6.00 (clinic)	1.00*	1.00*	1.00*	19.00	0.48
Medical Clerk / CMA		8.00	8.00	8.00	8.00	8.00	8.00		40.00	1.00
PMHNP/Mental Health LPC-LCSW with LADAC SUCIDAL PROGRAM (24/hrs. coverage)	1.00*	1.00*	1.00*	1.00*	1.00*	1.00*	1.00*	1.00*	7.00	0.18
Nurse Trainer	*	*	*	*	*	*	*	*	as needed	PRN
Accreditation Specialist Director	*	*	*	*	*	*	*	*	as needed	PRN

Hawkeye - Auditing Team	*	*	*	*	*	*	*	as needed	PRN
Night Shift									
RN/LPN/EMT/ CMA	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
RN/LPN/EMT/ CMA	12.00	12.00	12.00	12.00	12.00	12.00	12.00	84.00	2.10
							Total	542	13.56

✚ **Highlighted in red - Additional Staff hours for adequate coverage**

✚ **Highlighted in green – MAT Program Staff**

* On-call status & as needed per day.

** Clinic hours

- ❖ This schedule would be a rolling schedule from week to week (weekly totals).
- ❖ Mental Health LPC / LCSW with LADAC will provide On-site cognitive behavior therapeutic group programming when permitted.
- ❖ RHS will provide telephonic consultations to Chaves County Detention Center staff when necessary.
- ❖ By being pro-active on staffing our facility properly, we can avoid any outrageous agency staffing cost as written in this current contract.

Non-administrative (non-HSA) nursing services 24/7/365 scheduled.
Nursing services will include, but not be limited to the following:

- Infirmery staffing schedule based on 24/7/365 coverage. Intake screening on all inmates at the time of booking Health Appraisals on all detainees
- Medication distribution as prescribed scheduled and as appropriate according to policies, procedures and protocols
- Sick call triage and follow up daily.
- Appropriate and timely responses to detainee medical, mental as well as any medical emergencies and Physician support services.
- Mental /Behavioral Health programs and services
- In facility care such as sutures, and Intravenous (IV) procedures Physicians/Provider must have hospital and/or emergency room experience or be Board Eligible/Board Certified in internal and/or Emergency medicine.

In good faith RHS is willing to work with Chaves County Detention Center to cover the minimal staffing recommendation. If Chaves County Detention Center would feel obligated to increase the Medical and Mental Health staffing needs RHS is willing to negotiate increasing staffing requirements as needed under this RFP and amend the RHS Contract to fit the staffing needs of Chaves County Detention Center.

AGENDA ITEM: 3

**R-23-039 Approval of DWI Special
Application for FY 24**

MEETING DATE: 8/17/2023

STAFF SUMMARY REPORT

Action Requested by: Elly T Hollon, DWI Coordinator

Action Requested: Approval of DWI Special Application for FY24

Item Summary:

Chaves County DWI Program would like approval to submit FY24 Local Grant DWI special application.

This application will be requesting an additional \$77,000.00 for our Prevention, Treatment, Evaluation and Alternative Sentencing components.

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

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-23-039
Application Narrative

Summary by: Elly T Hollon

Title: DWI Coordinator

R-23-039

**Department of Finance and Administration
Local Government Division - DWI Grant Program
FY24 Special Application**

County / Municipality: Chaves

Program Coordinator: Elly T Hollon

	<u>Current FY24 Grant Budget</u>	<u>Special Application Request</u>	<u>Total Amended Grant Request</u>
Prevention		\$ 30,000.00	\$ 30,000.00
Enforcement		\$ 0.00	\$ 0.00
Screening		\$ 0.00	\$ 0.00
Treatment		\$ 30,000.00	\$ 30,000.00
Compl. Mtr./Track.		\$ 12,000.00	\$ 12,000.00
Coord./Plan. & Eval.		\$ 0.00	\$ 0.00
Alt. Sentencing		\$ 5,000.00	\$ 5,000.00
Total	\$ 0.00	\$ 77,000.00	\$ 77,000.00

The resolution adopted in the FY24 LDWI application by the governing body authorizes the applicant to file this application for assistance from the State of New Mexico.

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

Signature of County/City Manager

Date

Jeff Bilberry / Commission Chair
Printed Name/Title

For DFA Use Only	
Is the county eligible? -	Are the expenses appropriate and allowable, per guidelines? -
Application rating: _	Recommended Funding: \$ _____
<u>Comments:</u>	
	Reviewed By: _____

3. Identify the gaps or needs in programs/services you intend to fill with this funding. Detail how these funds will be used to meet the gaps and needs identified. (Funding will be prioritized for prevention, treatment and/or evaluation.)

In 2022, according to the NM Department of Transportation (NMDOT), the population of Chaves County was 65,014 with 43.83% being Hispanic or Latino. The statistics and data provided include Roswell, Dexter, Hagerman, and Lake Arthur.

One gap and need Chaves County is facing, is the lack of mental health and inpatient alcohol and drug treatment centers. With that said, treatment for Spanish speaking clients is even more challenging, as the contracted treatment provider is not bilingual. Spanish speaking clients are referred to a non-contract counselor that can provide services in Spanish but is often unable to report updates or completions for clients. Also, clients are charged a fee for every counseling session, as English-speaking clients do not. Having a full time contracted Spanish speaking treatment provider, will assure the courts and the court compliance office that clients are receiving the proper tools and knowledge to successfully complete all court mandated requirements.

The goal of Chaves County DWI Prevention Program to continue its efforts in saving lives by coming together with all school districts within Chaves County, all law enforcement, first responders and local businesses in making a positive difference through education. In the past, billboards and TV commercials have been a major part of reaching out to the rural communities and youth. By using every means possible to combat the rising dangers of underage drinking and marijuana.

To understand and analyze information gathered from contract evaluator reports, Chaves County needs an update and remake of the current evaluation methods. Working with a certified evaluator, Chaves County will continue developing an updated prevention plan to address gaps and needs of the rural communities and develop a Needs Assessment from existing data.

Lastly, using the current evaluation methods, the statewide known alternative sentencing program has been an asset in providing information, tools, and realistic alternatives to the poor decisions and life choices made by the DWI Program clients. The purpose of the program is to continue providing clients with an educational program suitable to the current needs of the rural communities in Chaves County.

The Chaves County DWI Program is supported by our community and stakeholders in a variety of ways, in which extra funding will be a great opportunity to accomplish our prevention efforts.

**Local DWI Special Application
Budget Roll Up – Exhibit J**

County/Municipality **Chaves**

Revenue Breakdown

LDWI Funding Request \$ 77,000.00

In-Kind Match: 8,000.00

Source of in-kind match

Program Generated Fees	<u>8,000.00</u>
County	<u> </u>
City	<u> </u>
Judicial/Courts	<u> </u>
Other: _____	<u> </u>
Other: _____	<u> </u>
Total:	<u>8,000.00</u>

*Minimum 10% in-kind match required

Expenditure Breakdown

LDWI Funds

Line Items

Personnel Services	<u>0.00</u>
Employee Benefits	<u>0.00</u>
Travel (in-state)	<u>0.00</u>
Travel (out-of-state)	<u>0.00</u>
Supplies	<u>30,000.00</u>
Operating Costs	<u>0.00</u>
Contractual Services	<u>47,000.00</u>
Minor Equipment	<u>0.00</u>
Capital Purchases	<u>0.00</u>

Components

Prevention	<u>\$ 30,000.00</u>
Enforcement	<u>\$ 0.00</u>
Screening	<u>\$ 0.00</u>
Treatment	<u>\$ 30,000.00</u>
Compl. Mtr/track	<u>\$ 12,000.00</u>
Coord/Plan & Eval.	<u>\$ 0.00</u>
Alt. Sentencing	<u>\$ 5,000.00</u>

In-Kind Match

Line Items

Personnel Services	<u>0.00</u>
Employee Benefits	<u>0.00</u>
Travel (in-state)	<u>0.00</u>
Travel (out-of-state)	<u>0.00</u>
Supplies	<u>0.00</u>
Operating Costs	<u>0.00</u>
Contractual Services	<u>8,000.00</u>
Minor Equipment	<u>0.00</u>
Capital Purchases	<u>0.00</u>

Components

Prevention	<u>0.00</u>
Enforcement	<u>0.00</u>
Screening	<u>8,000.00</u>
Treatment	<u>0.00</u>
Compl. Mtr/track	<u>0.00</u>
Coord/Plan & Eval	<u>0.00</u>
Alt. Sentencing	<u>0.00</u>

Exhibit J1 – Prevention

If funding is requested or you are reporting in-kind match for Prevention, you must complete the following:

Provide cost justifications for the amount requested in Prevention. Detail expenditures in each line item.

LDWI Funds

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies	30,000.00	To fund several DWI prevention TV commercials and Billboards through out Chaves County
Operating Costs		
Contractual Services		
Minor Equipment		
Capital Purchases		
Total:	\$ 30,000.00	

Provide cost justifications for the in-kind match in Prevention. Detail expenditures in each line item.

In-Kind Match

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services		
Minor Equipment		
Capital Purchases		
Total:	0.00	

Exhibit J3 – Screening

If funding is requested or you are reporting in-kind match for Screening, you must complete the following:

Provide cost justifications for the amount requested in Screening. Detail expenditures in each line item.

LDWI Funds

Line Item	Amount	Explanation/Justification
Personnel Services	_____	_____
Employee Benefits	_____	_____
Travel (In-State)	_____	_____
Travel (Out-of-State)	_____	_____
Supplies	_____	_____
Operating Costs	_____	_____
Contractual Services	_____	_____
Minor Equipment	_____	_____
Capital Purchases	_____	_____
Total:	\$ 0.00	

Provide cost justifications for the in-kind match in Screening. Detail expenditures in each line item.

In-Kind Match

Line Item	Amount	Explanation/Justification
Personnel Services	_____	_____
Employee Benefits	_____	_____
Travel (In-State)	_____	_____
Travel (Out-of-State)	_____	_____
Supplies	_____	_____
Operating Costs	_____	_____
Contractual Services	8,000.00	Screening fees collected
Minor Equipment	_____	_____
Capital Purchases	_____	_____
Total:	8,000.00	

Exhibit J4 – Treatment

If funding is requested or you are reporting in-kind match for Treatment, you must complete the following:

Provide cost justifications for the amount requested in Treatment. Detail expenditures in each line item.

LDWI Funds

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services	30,000.00	To fund a full time Spanish speaking treatment provider for clients
Minor Equipment		
Capital Purchases		
Total:	\$ 30,000.00	

Provide cost justifications for the in-kind match in Treatment. Detail expenditures in each line item.

In-Kind Match

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services		
Minor Equipment		
Capital Purchases		
Total:	0.00	

Exhibit J5 - Compliance Monitoring/Tracking

If funding is requested or you are reporting in-kind match for Compliance Monitoring/Tracking, you must complete the following:

Provide cost justifications for the amount requested in Compliance Monitoring/Tracking. Detail expenditures in each line item.

LDWI Funds

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services	12,000.00	To fund a full time evaluator for FY24
Minor Equipment		
Capital Purchases		
Total:	\$ 12,000.00	

Provide cost justifications for the in-kind match in Compliance Monitoring/Tracking. Detail expenditures in each line item.

In-Kind Match

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services		
Minor Equipment		
Capital Purchases		
Total:	0.00	

Exhibit J7 - Alternative Sentencing

If funding is requested or you are reporting in-kind match for Alternative Sentencing, you must complete the following:

Provide cost justifications for the amount requested in Alternative Sentencing. Detail expenditures in each line item.

LDWI Funds

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services	5,000.00	To give extra funding for Detention Program in FY24
Minor Equipment		
Capital Purchases		
Total:	\$ 5,000.00	

Provide cost justifications for the in-kind match in Alternative Sentencing. Detail expenditures in each line item.

In-Kind Match

Line Item	Amount	Explanation/Justification
Personnel Services		
Employee Benefits		
Travel (In-State)		
Travel (Out-of-State)		
Supplies		
Operating Costs		
Contractual Services		
Minor Equipment		
Capital Purchases		
Total:	0.00	

AGENDA ITEM: 4

Resolution R-23-040 – Authorizing
Suspending the Minimum Penalty
Requirements of the Property Tax Code

MEETING DATE: 08/17/2023

STAFF SUMMARY REPORT

Action Requested by: Charlotte Andrade, County Treasurer

Action Requested: Approval of Resolution R-23-040

Item Summary:

Resolution R-23-040 would suspend the minimum penalty requirements of the Property Tax Code; Section 7-38-050 NMSA 1978 which states *“If property taxes become delinquent, a penalty of one percent of the delinquent taxes for each month or any portion of a month they remain unpaid shall be imposed, but the total penalty shall not exceed five percent of the delinquent taxes except that, when the penalty determined under the foregoing provisions of this subsection is less than five dollars (\$5.00), the penalty to be imposed shall be five dollars (\$5.00).”*

Based on the exceptionally high rate of property tax collections, it is felt that a minimum \$5.00 penalty is unnecessary. The property tax collection average for the prior 10 years is 99.34 % as of June 30, 2023.

Staff recommends approval.

SUPPORT DOCUMENTS: **Resolution R-23-040**

Summary by: Charlotte Andrade-Gurule

Title: County Treasurer

RESOLUTION R-23-040

**SUSPENDING THE MINIMUM PENALTY REQUIREMENTS
OF THE PROPERTY TAX CODE**

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Chaves County Commissioners that the minimum penalty requirements of Section 7-38-50 NMSA 1978 of the Property Tax Code for the 2022 Tax Year is hereby suspended.

Done at Roswell, County of Chaves, New Mexico this 17th day of August 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chair

T Calder Ezzell, Jr., Vice-Chairman

Dara Dana, Member

Richard C. Taylor, Member

Michael Perry, Member

ATTEST:

Cindy Fuller
County Clerk

AGENDA ITEM: 5 _____

R-23-041 Supporting the
Referendum Project

MEETING DATE: August 17, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Resolution would support the grass-roots movement and allow six individual pieces of legislation, passed during in the 56th Legislative Session of the State of New Mexico, to be decided by referendum if they meet the petition signature requirements.

SUPPORT DOCUMENTS: Resolution R-23-041

SUMMARY BY: Bill Williams

TITLE: County Manager

RESOLUTION R-23-041

SUPPORTING THE REFERENDUM PROJECT

WHEREAS, the Constitution of the State of New Mexico reserves power to the people to disapprove, suspend, and annul laws enacted by the legislature through a referendum process; and

WHEREAS, a petition for referendum articulates specific legislation to be rendered to a direct decision by the general electorate; and

WHEREAS, residents in all counties throughout the State may engage, gather, organize, and collaborate with citizens throughout the State in order to execute a petition for a statewide referendum; and

WHEREAS, the Referendum Project, is comprised of six (6), separate pieces of legislation that were passed, during the 56th Legislative Session of the State of New Mexico; and

WHEREAS, these laws are perceived as clear and direct usurpations of parental rights over minor children, threats to the integrity of election outcomes, and violations of individual rights to free speech; and

WHEREAS, the New Mexico Secretary of State has deemed these six (6) pieces of legislation exempt from the referendum process asserting that they provide for public peace, health, and safety; and

WHEREAS, it is inherent that all registered and eligible voters within each county be granted their right to petition for referendum; and

WHEREAS, the voice of the people should not be so easily dismissed by any individual, or group, within the State.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Chaves County, New Mexico that it:

1. Philosophically supports the right of any person residing within the State to participate in the referendum process as guaranteed by the Constitution of the State of New Mexico; and

2. Recognizes, applauds, and supports the participation and efforts of Chaves County residents in the petitions; and
3. Encourages all residents to engage in the statewide processes of government, exercised by the people.

Done this 17th day of August, 2023.

BOARD OF CHAVES COUNTY COMMISSIONERS

Jeff Bilberry, Chairman

T. Calder Ezzell Jr, Vice-Chairman

ATTEST:

Dara Dana, Member

Cindy Fuller
County Clerk

Richard C. Taylor, Member

Michael Perry, Member

AGENDA ITEM: 6

Request for of Out-of-State Travel

MEETING DATE: August 17, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Mac Rogers, Public Services Director

ACTION REQUESTED: Approve Request

ITEM SUMMARY:

Sierra Volunteer Fire Department is requesting approval for out-of-state travel for two of their firefighters to attend the EMS World Expo. The event will take place in New Orleans, Louisiana from Monday, September 18th to Friday September 22nd. Chief Matt Ford and Erin Kraft, licensed paramedics, will attend the conference and use the 17th and 23rd as travel days. Expenses associated with this request will be paid for through an estate donation to the department.

Staff recommends approval.

SUPPORT DOCUMENTS: Registration Confirmation

SUMMARY BY: Mac Rogers
TITLE: Public Services Director

Matt Ford.



Registration Confirmation

Thank you for registering for the
EMS World Expo

Stay Informed!

Join us via social media to stay informed about the meeting and industry news:



[#EMSWorldExpo2023](https://twitter.com/EMSWorldExpo2023)

Hotel Information

[View information about our exclusive room rates and book your hotel accommodations.](#)

EMS World Expo has negotiated discounted hotel rates for attendees and exhibitors. Use the link above to review the hotel options, make real-time reservations through our secure hotel booking website, or contact our housing provider. All reservations should be made through Orchid Events, the official housing provider for EMS World Expo. Hotel reservations are taken on a first-come, first-served, space available basis.

Orchid customer service agents are available 7:00 AM - 6:00 PM MT, Monday - Friday.

Toll-free (US): 1-833-303-4701

International: +1-801-715-4421

Email: help@orchid.events

General Information

The EMS World Expo 2023 is taking place from September 18–22, 2023. Preconference workshops will be held on Monday, September 18 and Tuesday, September 19. Please note, Preconference workshops are separate from the main conference sessions and require an additional fee to attend. Main conference sessions will be held from Wednesday, September 20 through Friday, September 22.

PLEASE NOTE:

You should print out this barcoded confirmation and bring it with you to the event. You may scan your barcode at any Express Registration station. Your badge and tickets will be automatically printed. Once your barcode is scanned and your badge and tickets are printed, your barcode will no longer be valid. Having trouble printing? The Express Registration barcode is not required; it just assures you a faster pickup time.

AGENDA ITEM: 7

Appointment of Member to JOY Center
Board of Directors

MEETING DATE: August 17, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: William B Williams, County Manager

ACTION REQUESTED: Appoint Member

ITEM SUMMARY:

Three members of the JOY Center Board of Directors are appointed by Chaves County. Presently those members are Ms. Rita Kane Doerhoefer, Mr. Robert McCrea and Ms. Phyllis Fix. Ms. Doerhoefer, who is the Chaves County Representative on the Board, is terming out in August, 2023. Monica Duran, Executive Director of Chaves County Joy Centers, Inc., has requested that the Chaves County Board of Commissioners appoint an individual to fill the position to represent the senior citizens of Chaves County.

Staff recommends that the Board of Commissioners appoint a board member.

SUPPORT DOCUMENTS: Letter from Chaves County JOY Centers Executive Director, Monica Duran requesting an appointment.

SUMMARY BY: William B Williams

TITLE: County Manager



CHAVES COUNTY J.O.Y. CENTERS, INC.

1822 N. MONTANA • ROSWELL, NM 88201
PHONE (575) 623-5008 • FAX (575) 623-0907

June 29, 2023

Mr. Bill Williams, County Manager
and Chaves County Commissioners
Chaves County Courthouse
P.O. Box 1817
Roswell, NM 88202

Dear Sirs,

As you know, three members of the Board of Directors of Chaves County J.O.Y Centers, incorporated, are representative of Chaves County.

Currently we have:

Phyllis Fix - Representative for the Chaves County Commission (Term Expires – Discretion of the Commission)

Robert McCrea – Representative for the Community (Term Expires–August 2024)

Rita Kane Doerhoefer – Representative for the Senior Citizens of Chaves County (Term Expires – August 2023)

I would like to ask if you would appoint an individual to fill the position of Representative for the Seniors Citizens of Chaves County to serve on the Board of Directors with Chaves County JOY Centers, Inc.?

Thank you for taking time out of your busy schedule and your consideration on this matter.

Respectfully,

A handwritten signature in blue ink, appearing to read "Monica M. Duran", is written over a faint, illegible stamp.

Monica M. Duran
Executive Director

AGENDA ITEM: 8

Nomination for NM
Senate Seat 42 Vacated
by Senator Gay Kernan

MEETING DATE: August 17, 2023

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, County Manager

ACTION REQUESTED: Nomination for Senate Seat 42

ITEM SUMMARY:

Having received the resignation of New Mexico Senator Gay Kernan, on June 28, 2023, and as required per NM Constitution Article IV §4, it is incumbent upon the Chaves County Board of Commissioners to send forth the name of a nominee to the Governor of the State of New Mexico, for this elected official, to complete the term which will end December 31, 2024.

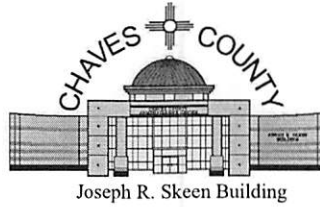
Staff requests a nomination to be sent to the Governor on behalf of Chaves County

SUPPORT DOCUMENTS:

SUMMARY BY: William B. Williams

TITLE: County Manager

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: 7/6/2023
Packet# 02621

Date: 7/21/2023
Packet# 02639

Date: _____
Packet# _____

Date: 7/7/2023
Packet# 02624

Date: 7/28/2023
Packet# 02651

Date: _____
Packet# _____

Date: 7/13/2023
Packet# 02633

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 7/14/2023
Packet# 02635

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 17-Aug-23

STAFF SUMMARY REPORT

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

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	6-Jul-23	\$25,761.04
	7-Jul-23	\$553,247.91
	13-Jul-23	\$62,987.19
	14-Jul-23	\$172,233.55
	21-Jul-23	\$341,396.48
	28-Jul-23	\$379,550.55

PAYROLL:	9-Jul-23 REGULAR	\$289,312.39
	9-Jul-23 FINAL	\$776.73
	23-Jul-23 REGULAR	\$306,411.36
	23-Jul-23 CERTIFICATE PAY	\$16,161.23
	23-Jul-23 FINAL	\$2,313.99

Grand Total Checks to be Approved: \$2,150,152.42

SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Stephanie Carrillo

TITLE: A/P Officer



Expense Approval Register

#: APPKT02621 - CHECK RUN/ YR END/ 1ST RUN

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADE INCORPORATED					
ADE INCORPORATED	58235	06/30/2023	MISDAMEANOR RECORDS	432-7-761-237-000	192.00
Vendor ADE INCORPORATED Total:					192.00
Vendor: ANAYA COUNSELING & CONSULTING					
ANAYA COUNSELING & CONS	FY23-12	06/30/2023	DWI SCREENER FY 22-23	432-7-761-267-000	375.00
ANAYA COUNSELING & CONS	FY23-12	06/30/2023	DWI SCREENER FY 22-23	432-7-766-267-000	750.00
Vendor ANAYA COUNSELING & CONSULTING Total:					1,125.00
Vendor: ASPEN OF NEW MEXICO					
ASPEN OF NEW MEXICO	FY23-12ASPEN	06/30/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	416.74
Vendor ASPEN OF NEW MEXICO Total:					416.74
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC024816	06/30/2023	ACCT# 10114001	410-8-816-341-000	395.91
CENTRAL VALLEY ELECTRIC C	CC024816	06/30/2023	ACCT# 23898800	410-8-816-341-000	17.92
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 12209501	401-6-691-243-000	462.68
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 12001802	401-6-691-243-000	39.78
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 23133100	410-8-816-341-000	175.78
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 6695501	414-8-819-341-000	81.06
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 24208300	437-6-659-341-000	89.30
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 24186400	437-6-659-341-000	46.74
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 22987100	437-6-659-341-000	44.32
CENTRAL VALLEY ELECTRIC C	CC024817	06/30/2023	ACCT# 12412501	437-6-659-341-000	40.65
CENTRAL VALLEY ELECTRIC C	CC024818	06/30/2023	ACCT# 12026501	411-8-814-341-000	54.96
CENTRAL VALLEY ELECTRIC C	CC024818	06/30/2023	ACCT# 12413101	411-8-814-341-000	9.77
CENTRAL VALLEY ELECTRIC C	CC024818	06/30/2023	ACCT# 12413301	411-8-814-341-000	8.96
CENTRAL VALLEY ELECTRIC C	CC024818	06/30/2023	ACCT# 12413201	411-8-814-341-000	51.17
Vendor CENTRAL VALLEY ELECTRIC COOP Total:					1,551.50
Vendor: CHAVES COUNTY CASA					
CHAVES COUNTY CASA	FY 23-12	06/30/2023	GENDER SPECIFIC PROGRAM	631-8-885-267-000	2,640.00
CHAVES COUNTY CASA	FY23-12	06/30/2023	COURT YOUTH ADVOCACY	631-8-885-267-000	80.00
Vendor CHAVES COUNTY CASA Total:					2,720.00
Vendor: CITY OF DEXTER					
CITY OF DEXTER	CC024827	06/30/2023	ACCT# 1085	401-6-693-341-000	92.26
Vendor CITY OF DEXTER Total:					92.26
Vendor: CUMBERLAND CO-OPERATIVE WATER					
CUMBERLAND CO-OPERATIV	CC024819	06/30/2023	ACCT# B1085	408-8-812-341-000	35.38
CUMBERLAND CO-OPERATIV	CC024820	06/30/2023	ACCT# G215	401-6-691-341-000	39.36
CUMBERLAND CO-OPERATIV	CC024821	06/30/2023	ACCT# G105	410-8-816-341-000	21.43
Vendor CUMBERLAND CO-OPERATIVE WATER Total:					96.17
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	FY23-12DEX-TNT	06/30/2023	DWI DISTRIBUTION FY 22-23	432-7-761-267-000	1,000.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,000.00
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	FY23-12DT	06/30/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	4,524.37
Vendor DIANE F. TAYLOR Total:					4,524.37
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY23-12HAG-TNT	06/30/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY23-12LA-TNT	06/30/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	1,000.00
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,000.00

Expense Approval Register

Packet: APPKT02621 - CHECK RUN/ YR END/ 1ST RUN

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC024822	06/30/2023	ACCT# 076281612-0786941-	401-6-693-341-000	28.51
NEW MEXICO GAS COMPAN	CC024823	06/30/2023	ACCT# 115435453-1390459-	452-8-832-341-000	29.74
NEW MEXICO GAS COMPAN	CC024824	06/30/2023	ACCT# 076424512-0788370-	401-6-645-341-000	28.04
NEW MEXICO GAS COMPAN	CC024824	06/30/2023	ACCT# 076424512-0788370-	401-6-692-341-000	12.66
NEW MEXICO GAS COMPAN	CC024824	06/30/2023	ACCT# 076424512-0788370-	401-6-692-341-000	143.28
NEW MEXICO GAS COMPAN	CC024825	06/30/2023	ACCT# 076846512-1202378-	411-8-814-341-000	27.95
NEW MEXICO GAS COMPAN	CC024826	06/30/2023	ACCT# 075706312-1236482-	414-8-819-341-000	27.95
Vendor NEW MEXICO GAS COMPANY INC Total:					298.13
Vendor: PATRICIA JOHNSON					
PATRICIA JOHNSON	FY23-12SC	06/30/2023	DWI TREATMENT PROVIDER	432-7-762-267-000	4,166.74
Vendor PATRICIA JOHNSON Total:					4,166.74
Vendor: PLUTO ACQUISITION OpCo, LLC					
PLUTO ACQUISITION OpCo, L	202306012802	06/30/2023	EMPLOYEE BACKGROUND SC	401-6-613-260-000	137.26
Vendor PLUTO ACQUISITION OpCo, LLC Total:					137.26
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	1223711	06/30/2023	ANNUAL ALLOCATION FY-22-	401-6-672-426-000	4,791.67
Vendor ROSWELL CHAMBER OF COMMERCE Total:					4,791.67
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORPOR	CC024815	06/30/2023	ACCT# VAW10717	427-6-639-270-000	649.20
Vendor ROSWELL HOSPITAL CORPORATION Total:					649.20
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY23-12RR	06/30/2023	DWI DISTRIBUTION/ FY 22-2	432-7-761-267-000	2,000.00
Vendor THE ROSWELL REFUGE Total:					2,000.00
Grand Total:					25,761.04

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	5,808.00
408 - EAST GRAND PLAINS VOLFIRE	35.38
410 - MIDWAY VOLUNTEER FIRE FND	611.04
411 - BERRENDO VOLUNTEER FIRE	152.81
414 - CC FIRE DIST #8 VOL FIRE	109.01
427 - INDIGENT HOSPITAL CLAIMS	649.20
432 - DWJ GRANT FUNDS	15,424.85
437 - ENVIRONMENTAL TAX	221.01
452 - FLOOD CONTROL	29.74
631 - OTHER GRANTS & CONTRACTS	2,720.00
Grand Total:	25,761.04

Account Summary

Account Number	Account Name	Expense Amount
401-6-613-260-000	PROFESSIONAL SERVICE	137.26
401-6-645-341-000	UTILITIES	28.04
401-6-672-426-000	CHAMBER OF COMMER	4,791.67
401-6-691-243-000	HIGHWAY LIGHTS	534.96
401-6-691-341-000	UTILITIES	39.36
401-6-692-341-000	UTILITIES	155.94
401-6-693-341-000	UTILITIES	120.77
408-8-812-341-000	UTILITIES	35.38
410-8-816-341-000	UTILITIES	611.04
411-8-814-341-000	UTILITIES	152.81
414-8-819-341-000	UTILITIES	109.01
427-6-639-270-000	PAYMENT OF HOSPITAL	649.20
432-7-761-237-000	SUBSCRIPTIONS/PUBLIC	192.00
432-7-761-267-000	CONTRACTUAL SERVICES	10,316.11
432-7-762-267-000	CONTRACTUAL SERVICES	4,166.74
432-7-766-267-000	CONTRACTUAL SERVICES	750.00
437-6-659-341-000	UTILITIES	221.01
452-8-832-341-000	UTILITIES	29.74
631-8-885-267-000	OTHER CONTRACT SERVI	2,720.00
Grand Total:		25,761.04

Maria Serrano

Project Account Summary

Project Account Key	Expense Amount
None	25,761.04
Grand Total:	25,761.04



Expense Approval Register

Packet: APPKT02624 - CHECK RUN 7/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BRIGHTLY SOFTWARE, INC.					
BRIGHTLY SOFTWARE, INC.	INV-215617	07/05/2023	CLIENT ID: 1242082	401-6-691-267-000	8,090.75
Vendor BRIGHTLY SOFTWARE, INC. Total:					8,090.75
Vendor: CRM ENTERPRISES, LLC					
CRM ENTERPRISES, LLC	43005	07/01/2023	JUDGE ROGERS AWARD/LD	401-6-632-230-000	33.00
Vendor CRM ENTERPRISES, LLC Total:					33.00
Vendor: GSD-ADMIN SERVICES DIVISION					
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	LIFE & LOD PREMIUMS	401-2-200-005-000	1,403.62
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	ADJ 1355	401-2-200-005-000	-1.50
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	LIFE & LOD PREMIUMS	402-2-200-005-000	325.82
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	LIFE & LOD PREMIUMS	427-2-200-005-000	46.44
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	LIFE & LOD PREMIUMS	432-2-200-005-000	16.16
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	LIFE & LOD PREMIUMS	435-2-200-005-000	17.68
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	LIFE & LOD PREMIUMS	437-2-200-005-000	8.84
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	LIFE & LOD PREMIUMS	452-2-200-005-000	223.23
GSD-ADMIN SERVICES DIVISI	CC024831	07/05/2023	LIFE & LOD PREMIUMS	628-2-200-005-000	22.10
GSD-ADMIN SERVICES DIVISI	CC024832	07/05/2023	DELTA DENTAL PREMIUMS	401-2-200-201-000	1,005.13
GSD-ADMIN SERVICES DIVISI	CC024832	07/05/2023	DELTA DENTAL PREMIUMS	402-2-200-201-000	64.61
GSD-ADMIN SERVICES DIVISI	CC024832	07/05/2023	DELTA DENTAL PREMIUMS	427-2-200-201-000	96.94
GSD-ADMIN SERVICES DIVISI	CC024832	07/05/2023	DELTA DENTAL PREMIUMS	437-2-200-201-000	64.61
GSD-ADMIN SERVICES DIVISI	CC024832	07/05/2023	DELTA DENTAL PREMIUMS	628-2-200-201-000	161.55
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	401-2-200-021-000	1,293.38
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	402-2-200-021-000	278.18
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	427-2-200-021-000	22.66
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	431-2-200-021-000	1.44
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	432-2-200-021-000	42.96
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	435-2-200-021-000	26.30
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	437-2-200-021-000	22.62
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	452-2-200-021-000	106.53
GSD-ADMIN SERVICES DIVISI	CC024833	07/05/2023	VISION PREMIUMS	628-2-200-021-000	50.63
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	401-2-200-005-000	1,067.46
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	402-2-200-005-000	285.36
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	427-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	431-2-200-005-000	1.50
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	432-2-200-005-000	33.75
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	435-2-200-005-000	4.11
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	437-2-200-005-000	22.50
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	452-2-200-005-000	101.25
GSD-ADMIN SERVICES DIVISI	CC024834	07/05/2023	DISABILITY & ADMIN	628-2-200-005-000	35.12
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	401-2-200-007-000	121,885.02
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	402-2-200-007-000	31,531.44
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	427-2-200-007-000	2,106.44
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	431-2-200-007-000	136.95
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	432-2-200-007-000	3,509.61
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	435-2-200-007-000	2,552.14
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	437-2-200-007-000	2,600.87
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	452-2-200-007-000	10,112.08
GSD-ADMIN SERVICES DIVISI	CC024835	07/05/2023	MED PRESBYT& BCBS	628-2-200-007-000	2,793.91
Vendor GSD-ADMIN SERVICES DIVISION Total:					184,101.94
Vendor: INDIGENT HEALTHCARE SOLUTIONS					
INDIGENT HEALTHCARE SOL	76117	07/01/2023	IHC SOFTWARE/ FY 23-24	427-6-638-260-000	1,365.00
Vendor INDIGENT HEALTHCARE SOLUTIONS Total:					1,365.00

Expense Approval Register

Packet: APPKT02624 - CHECK RUN 7/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NEW MEXICO ASSOC. OF COUNTIES					
NEW MEXICO ASSOC. OF CO	000496	07/01/2023	FEES/ FY 23-24	401-6-611-253-000	29,172.00
Vendor NEW MEXICO ASSOC. OF COUNTIES Total:					29,172.00
Vendor: NMAC CLERK'S AFFILIATE					
NMAC CLERK'S AFFILIATE	1-1	07/01/2023	CLERKS AFFILIATE DUES/FY 2	401-7-721-253-000	150.00
Vendor NMAC CLERK'S AFFILIATE Total:					150.00
Vendor: NMAC FINANCE & PURCHASING AFFILIATE					
NMAC FINANCE & PURCHASI	CC024828	07/06/2023	FINANCE AFFILIAT MEMBERS	401-6-631-253-000	25.00
NMAC FINANCE & PURCHASI	CC024829	07/06/2023	FINANCE AFFILIATE MEMBER	401-6-631-253-000	25.00
NMAC FINANCE & PURCHASI	CC024830	07/06/2023	AFFILIATE MEMBERSHIP FY 2	401-6-625-253-000	25.00
Vendor NMAC FINANCE & PURCHASING AFFILIATE Total:					75.00
Vendor: NMCIA					
NMCIA	WC000184	07/03/2023	CONTRIBUTION FY 23-24	401-6-631-312-000	262,007.00
Vendor NMCIA Total:					262,007.00
Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY					
REGENTS OF NEW MEXICO S	11715	07/06/2023	CUST# CC00005612S/CPM11	401-6-613-224-000	75.00
Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:					75.00
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	CC024-0001	07/01/2023	ANNUAL ALLOCATION FY 23-	605-6-672-428-000	12,500.00
Vendor ROSWELL CHAVES COUNTY EDC Total:					12,500.00
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	025-423367a	07/01/2023	CUST# 42486	401-6-619-249-000	54,303.55
TYLER TECHNOLOGIES	045-425826	07/01/2023	CUST# 42486	401-6-631-249-000	1,374.67
Vendor TYLER TECHNOLOGIES Total:					55,678.22
Grand Total:					553,247.91

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	481,934.08
402 - ROAD FUND	32,485.41
427 - INDIGENT HOSPITAL CLAIMS	3,659.98
431 - PUBLIC SAFETY GRANT	139.89
432 - DWI GRANT FUNDS	3,602.48
435 - CORRECTION GRANTS	2,600.23
437 - ENVIRONMENTAL TAX	2,719.44
452 - FLOOD CONTROL	10,543.09
605 - ECONOMIC DEVELOPMENT PROJ	12,500.00
628 - PROPERTY VALUATION	3,063.31
Grand Total:	553,247.91

Account Summary

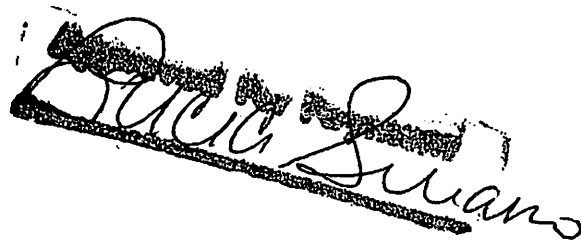
Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,469.58
401-2-200-007-000	MEDICAL INSURANCE PA	121,885.02
401-2-200-021-000	VISION CARE PAYABLE	1,293.38
401-2-200-201-000	Delta Dental	1,005.13
401-6-611-253-000	DUES & OTHER FEES	29,172.00
401-6-613-224-000	EMPLOYEE TRAINING	75.00
401-6-619-249-000	EQUIP MAINT/AGREEME	54,303.55
401-6-625-253-000	DUES & OTHER FEES	25.00
401-6-631-249-000	EQUIP MAINT/AGREEME	1,374.67
401-6-631-253-000	DUES & OTHER FEES	50.00
401-6-631-312-000	WORKERS COMPENSATI	262,007.00
401-6-632-230-000	SUPPLIES	33.00
401-6-691-267-000	CONTRACTUAL SERVICES	8,090.75
401-7-721-253-000	DUES & OTHER FEES	150.00
402-2-200-005-000	GROUP INSURANCE PAY	611.18
402-2-200-007-000	MEDICAL INSURANCE PA	31,531.44
402-2-200-021-000	VISION CARE PAYABLE	278.18
402-2-200-201-000	DELTA DENTAL	64.61
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
431-2-200-005-000	GROUP INSURANCE PAY	1.50
431-2-200-007-000	MEDICAL INSURANCE PA	136.95
431-2-200-021-000	VISION CARE PAYABLE	1.44
432-2-200-005-000	GROUP INSURANCE PAY	49.91
432-2-200-007-000	MEDICAL INS. PAYABLE	3,509.61
432-2-200-021-000	VISION CARE PAYABLE	42.96
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
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
605-6-672-428-000	ECONOMIC GRANTS TO	12,500.00
628-2-200-005-000	GROUP INSURANCE PAY	57.22
628-2-200-007-000	MEDICAL INSURANCE PA	2,793.91
628-2-200-021-000	VISION CARE PAYABLE	50.63

Account Summary

Account Number	Account Name	Expense Amount
628-2-200-201-000	VOUCHERS PAYABLE	<u>161.55</u>
	Grand Total:	553,247.91

Project Account Summary

Project Account Key	Expense Amount
None	<u>553,247.91</u>
	Grand Total: 553,247.91

A handwritten signature in black ink, reading "Lucia Suarez", is written over a horizontal line. The signature is slanted upwards to the right.



Expense Approval Register

APPKT02633 - CHECK RUN/ END OF YEAR/ FINAL

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADVANCED TOXICOLOGY, LLC					
ADVANCED TOXICOLOGY, LLC	2414	06/30/2023	PRE-EMPLOYMENT UA'S	401-6-613-246-000	619.32
Vendor ADVANCED TOXICOLOGY, LLC Total:					619.32
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC024848	06/30/2023	ACCT# J1720000	402-6-651-341-000	68.07
Vendor BERRENDO CO-OP WATER USERS Total:					68.07
Vendor: BRANDON HEBERT					
BRANDON HEBERT	13745-1	06/30/2023	MONTHLY RENTAL SERVICE	402-6-653-251-000	204.65
BRANDON HEBERT	13832-1	06/30/2023	MONTHLY RENTAL SERVICE	402-6-653-251-000	409.29
BRANDON HEBERT	13924-1	06/30/2023	MONTHLY RENTAL SERVICE	402-6-653-251-000	204.65
Vendor BRANDON HEBERT Total:					818.59
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC024854	06/30/2023	ACCT# 52230	402-6-653-291-000	102.25
CITY OF ROSWELL	CC024855	06/30/2023	ACCT# 52234	402-6-653-291-000	411.37
Vendor CITY OF ROSWELL Total:					513.62
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC024853	06/30/2023	ACCT# 44	437-6-659-242-000	14,434.43
Vendor CITY OF ROSWELL Total:					14,434.43
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-138954	06/30/2023	WEST ENTRY FOYER	635-6-682-381-000	25,531.75
Vendor COOPERATIVE EDUCATIONAL SVCS. Total:					25,531.75
Vendor: HOPPER PUMP & DRILLING INC					
HOPPER PUMP & DRILLING I	CC024849	06/30/2023	SERVICE CALL/ SIERRA VD4/3	412-8-815-221-000	4,634.19
Vendor HOPPER PUMP & DRILLING INC Total:					4,634.19
Vendor: JARAMILLO ACCOUNTING GROUP LLC					
JARAMILLO ACCOUNTING GR	2146	06/30/2023	AUDIT SERVICES FY 23	401-6-619-267-000	10,775.00
Vendor JARAMILLO ACCOUNTING GROUP LLC Total:					10,775.00
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	9321	06/30/2023	BI-MONTHLY GREASE TRAP CL	401-6-696-257-000	748.29
Vendor JOHNSON SEPTIC TANK CO. Total:					748.29
Vendor: TASCOSA OFFICE MACHINES					
TASCOSA OFFICE MACHINES	410342	06/30/2023	OFFICE DESK/CASEY	401-7-722-231-000	3,380.80
Vendor TASCOSA OFFICE MACHINES Total:					3,380.80
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	34337170	06/30/2023	ACCT# 016-1539865-000	650-6-684-251-000	293.51
Vendor VISUAL EDGE IT, INC Total:					293.51
Vendor: WEX BANK					
WEX BANK	CC024856	06/30/2023	ACCT# 0496-00-237636-6	401-7-752-223-000	1,169.62
Vendor WEX BANK Total:					1,169.62
Grand Total:					62,987.19

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	16,693.03
402 - ROAD FUND	1,400.28
412 - SIERRA VOLUNTEER FIRE FND	4,634.19
437 - ENVIRONMENTAL TAX	14,434.43
635 - EMERGENCY/CAPITAL OUTLAY	25,531.75
650 - DETENTION CONSTRUCTION PJ	293.51
Grand Total:	62,987.19

Account Summary

Account Number	Account Name	Expense Amount
401-6-613-246-000	DRUG & ALCOHOL PROG	619.32
401-6-619-267-000	CONTRACTUAL SERVICES	10,775.00
401-6-696-257-000	FACILITY MAINT/REPAIR	748.29
401-7-722-231-000	NON-EXPENDABLE SUPP	3,380.80
401-7-752-223-000	VEHICLE FUELS	1,169.62
402-6-651-341-000	UTILITIES	68.07
402-6-653-251-000	RENTALS	818.59
402-6-653-291-000	ROAD PROJECTS-OTHER	513.62
412-8-815-221-000	VEH/HVY EQUIP. REPAIR	4,634.19
437-6-659-242-000	LANDFILL EXPENSES	14,434.43
635-6-682-381-000	CONSTRUCTION PROJEC	25,531.75
650-6-684-251-000	RENTALS	293.51
Grand Total:	62,987.19	

Project Account Summary

Project Account Key	Expense Amount
None	62,987.19
Grand Total:	62,987.19

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains some illegible text, possibly a date or official title. The signature appears to be 'S. S. S.' or similar.



Expense Approval Register

Packet: APPKT02635 - CHECK RUN 7/14/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: B DIAMOND INFRA LLC						
B DIAMOND INFRA LLC	005977	07/01/2023	RENTAL TOWER/ CCSO	401-7-751-251-000	601.00	
					Vendor B DIAMOND INFRA LLC Total:	601.00
Vendor: BELL GAS INC.						
BELL GAS INC.	35556	07/11/2023	ACCT# 10693	402-6-653-223-000	19,808.01	
					Vendor BELL GAS INC. Total:	19,808.01
Vendor: BREWER OIL CO						
BREWER OIL CO	13781071	07/11/2023	ACCT# 12290075	402-6-653-230-000	1,347.41	
					Vendor BREWER OIL CO Total:	1,347.41
Vendor: BRUCKNER TRUCK SALES						
BRUCKNER TRUCK SALES	XA107034342	07/10/2023	PARTS	402-6-653-221-000	151.80	
					Vendor BRUCKNER TRUCK SALES Total:	151.80
Vendor: CARRIE HARDY						
CARRIE HARDY	INV0010690	07/13/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00	
					Vendor CARRIE HARDY Total:	250.00
Vendor: CENTRAL NM CORRECTIONAL FACILITY						
CENTRAL NM CORRECTIONA	12C-23CCDC	07/05/2023	INMATE HOUSING/ PEREZ	650-6-684-268-000	2,689.28	
CENTRAL NM CORRECTIONA	12D-23CCDC	07/05/2023	INMATE HOUSING/ GONZAL	650-6-684-268-000	2,521.20	
					Vendor CENTRAL NM CORRECTIONAL FACILITY Total:	5,210.48
Vendor: DEERE CREDIT, INC						
DEERE CREDIT, INC	2799260	07/07/2023	ACCT# 030-0074601-000	402-6-653-251-000	3,692.59	
					Vendor DEERE CREDIT, INC Total:	3,692.59
Vendor: ELITE MEDIA GROUP, LLC						
ELITE MEDIA GROUP, LLC	INV65859	07/03/2023	BILLBOARD RENT/FY 22-23 C	401-7-751-236-000	5,666.11	
					Vendor ELITE MEDIA GROUP, LLC Total:	5,666.11
Vendor: HERITAGE MEMORIAL ALLIANCE						
HERITAGE MEMORIAL ALLIA	11220	07/10/2023	PERMIT # 6121	427-6-639-296-000	600.00	
					Vendor HERITAGE MEMORIAL ALLIANCE Total:	600.00
Vendor: HOLLYFRONTIER CORP						
HOLLYFRONTIER CORP	203239806	07/11/2023	ACCT# 1100353	402-6-653-290-000	15,838.35	
HOLLYFRONTIER CORP	203239806	07/11/2023	CR INV 203245139	402-6-653-290-000	-6,393.08	
HOLLYFRONTIER CORP	203245138	07/12/2023	ACCT# 1100353	402-6-653-290-000	197.66	
					Vendor HOLLYFRONTIER CORP Total:	9,642.93
Vendor: ITS QUEST, INC						
ITS QUEST, INC	901184	07/05/2023	TEMPS/ CARRILLO/ SATTERFI	402-6-653-104-000	1,178.76	
					Vendor ITS QUEST, INC Total:	1,178.76
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507						
IUPA, CHAVES COUNTY SHER	INV0010699	07/13/2023	Andres G. Salas Union Dues	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010700	07/13/2023	Travis W. Hardy Union Dues	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010701	07/13/2023	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010702	07/13/2023	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010703	07/13/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010704	07/13/2023	Charles Drake Union Dues	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010705	07/13/2023	Olivia Padilla Union Dues	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010706	07/13/2023	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010707	07/13/2023	GAUGE KENNARD	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010708	07/13/2023	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010709	07/13/2023	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010710	07/13/2023	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010711	07/13/2023	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00	
IUPA, CHAVES COUNTY SHER	INV0010712	07/13/2023	RICARDO DELGADO UNION	401-2-200-010-000	25.00	

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IUPA, CHAVES COUNTY SHER	INV0010713	07/13/2023	SAMUEL LUERAS UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010714	07/13/2023	Justin Thompson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010715	07/13/2023	Joel Smoyer Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010716	07/13/2023	John White Union Dues	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					450.00
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	22-7	07/06/2023	ACCT# 3359234	402-6-653-251-000	2,670.85
KANSAS STATE BANK OF MA	34-6	07/06/2023	ACCT# 3357431	402-6-653-251-000	1,647.40
KANSAS STATE BANK OF MA	40-5	07/06/2023	ACCT# 3356805	402-6-653-251-000	1,584.93
Vendor KANSAS STATE BANK OF MANHATTAN Total:					5,903.18
Vendor: KS STATE BANK					
KS STATE BANK	40	07/05/2023	ACCT# 3380675	635-6-682-375-000	13,634.11
KS STATE BANK	55380-7-2023	07/06/2023	ANNUAL LEASE/BODYWORK	635-6-682-375-000	38,970.03
Vendor KS STATE BANK Total:					52,604.14
Vendor: LEA COUNTY					
LEA COUNTY	J06-2023	07/11/2023	JUVIE INMATE HOUSING	401-6-645-268-000	17,500.00
Vendor LEA COUNTY Total:					17,500.00
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0010697	07/13/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	5,482.89
NM RETIREE HEALTH CARE A	INV0010697	07/13/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,679.09
NM RETIREE HEALTH CARE A	INV0010697	07/13/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0010697	07/13/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	168.21
NM RETIREE HEALTH CARE A	INV0010697	07/13/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	120.74
NM RETIREE HEALTH CARE A	INV0010697	07/13/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	59.49
NM RETIREE HEALTH CARE A	INV0010697	07/13/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	554.47
NM RETIREE HEALTH CARE A	INV0010697	07/13/2023	NM RETIREE HEALTH CARE P	628-2-200-020-000	289.35
NM RETIREE HEALTH CARE A	INV0010698	07/13/2023	NM Retiree HealthCare Law	401-2-200-020-000	3,152.55
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,622.29
Vendor: NMAC HEALTHCARE AFFILIATE					
NMAC HEALTHCARE AFFILIAT	CC024842	07/10/2023	ANNUAL DUES/ FY 23-24	427-6-638-253-000	25.00
Vendor NMAC HEALTHCARE AFFILIATE Total:					25.00
Vendor: PECOS VALLEY OF NEW MEXICO LLC					
PECOS VALLEY OF NEW MEXI	CC024858	07/05/2023	ACCT# 1612037V1739	427-6-639-270-000	675.04
PECOS VALLEY OF NEW MEXI	CC024859	07/05/2023	ACCT# 1609808V1739	427-6-639-270-000	738.68
PECOS VALLEY OF NEW MEXI	CC024861	07/05/2023	ACCT# 1612037V1739	427-6-639-270-000	1,321.35
Vendor PECOS VALLEY OF NEW MEXICO LLC Total:					2,735.07
Vendor: REGENTS OF NEW MEXICO STATE UNIVERSITY					
REGENTS OF NEW MEXICO S	11718	07/06/2023	RM-231, CPM-265/RODNEY	401-6-614-224-000	150.00
Vendor REGENTS OF NEW MEXICO STATE UNIVERSITY Total:					150.00
Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC024843	07/05/2023	ACCT# 1555155V1610	427-6-639-270-000	146.75
ROSWELL CLINIC CORP	CC024844	07/05/2023	ACCT# 1262288V1610	427-6-639-270-000	3.27
ROSWELL CLINIC CORP	CC024845	07/05/2023	ACCT# 1241772V1610	427-6-639-270-000	162.23
ROSWELL CLINIC CORP	CC024846	07/05/2023	ACCT# 1236334V1610	427-6-639-270-000	122.24
ROSWELL CLINIC CORP	CC024847	07/05/2023	ACCT# 1237963V1610	427-6-639-270-000	65.66
ROSWELL CLINIC CORP	CC024850	07/11/2023	ACCT# 1664977V1610	427-6-639-270-000	141.20
ROSWELL CLINIC CORP	CC024851	07/05/2023	ACCT# 1557083V1610	427-6-639-270-000	65.66
Vendor ROSWELL CLINIC CORP Total:					707.01
Vendor: SAN JUAN COUNTY					
SAN JUAN COUNTY	CC024852	07/07/2023	MANAGERS AFFILIATE DUES	401-6-612-253-000	100.00
Vendor SAN JUAN COUNTY Total:					100.00
Vendor: SPINE AND ORTHROPEdic CENTER OF NM					
SPINE AND ORTHROPEdic CE	CC024848	07/05/2023	ACCT# 118525V7206	427-6-639-270-000	296.83
Vendor SPINE AND ORTHROPEdic CENTER OF NM Total:					296.83

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	90920	07/11/2023	SUPPLIES	402-6-653-230-000	522.20
Vendor STARR JANITORIAL INC. Total:					522.20
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0010686	07/13/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0010688	07/13/2023	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0010689	07/13/2023	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0010692	07/13/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0010693	07/13/2023	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	INV0010687	07/13/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0010691	07/13/2023	0009646845 MATTA,RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
Vendor: TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER LUBBOCK					
TEXAS TECH UNIVERSITY HEA	CC024860	07/11/2023	ACCT# 5T43499210	427-6-639-270-000	35.74
Vendor TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER LUBBOCK Total:					35.74
Vendor: USDA, ANMIAL PLANT HEALTH INSPECTION					
USDA, ANMIAL PLANT HEALT	3004628183	07/03/2023	CUSTOMER # 6003036	401-6-671-480-000	27,811.82
Vendor USDA, ANMIAL PLANT HEALTH INSPECTION Total:					27,811.82
Vendor: VERIZON CONNECT NWF INC.					
VERIZON CONNECT NWF INC	OSV000003099719	07/01/2023	CUST# CHAV004	401-6-619-267-000	1,907.19
Vendor VERIZON CONNECT NWF INC. Total:					1,907.19
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	34435047	07/10/2023	ACCT# 017-1663050-000	650-6-684-251-000	366.92
Vendor VISUAL EDGE IT, INC Total:					366.92
Grand Total:					172,233.55

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	63,952.02
402 - ROAD FUND	44,115.66
427 - INDIGENT HOSPITAL CLAIMS	4,515.15
432 - DWI GRANT FUNDS	168.21
435 - CORRECTION GRANTS	397.66
437 - ENVIRONMENTAL TAX	59.49
452 - FLOOD CONTROL	554.47
628 - PROPERTY VALUATION	289.35
635 - EMERGENCY/CAPITAL OUTLAY	52,604.14
650 - DETENTION CONSTRUCTION PJ	5,577.40
Grand Total:	172,233.55

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	450.00
401-2-200-018-000	CHILD ENFORCEMENT P	1,130.46
401-2-200-020-000	RETIREE H/C PAYABLE	8,635.44
401-6-612-253-000	DUES & OTHER FEES	100.00
401-6-614-224-000	EMPLOYEE TRAINING	150.00
401-6-619-267-000	CONTRACTUAL SERVICES	1,907.19
401-6-645-268-000	CARE OF PRISONER SER	17,500.00
401-6-671-480-000	USDA - ANIMAL CONTR	27,811.82
401-7-751-236-000	CRIME PREVENTION SUP	5,666.11
401-7-751-251-000	RENTALS	601.00
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,679.09
402-6-653-104-000	TEMPORARY SALARIES	1,178.76
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	151.80
402-6-653-223-000	VEHICLE FUELS	19,808.01
402-6-653-230-000	SUPPLIES/TOOLS	1,869.61
402-6-653-251-000	RENTALS	9,595.77
402-6-653-290-000	PAVING PROJECTS-COOP	9,642.93
427-2-200-020-000	RETIREE H/C PAYABLE	115.50
427-6-638-253-000	DUES & OTHER FEES	25.00
427-6-639-270-000	PAYMENT OF HOSPITAL	3,774.65
427-6-639-296-000	INDIGENT BURIAL	600.00
432-2-200-020-000	RETIREE H/C PAYABLE	168.21
435-2-200-011-000	MISCELLANEOUS PAYABL	276.92
435-2-200-020-000	RETIREE H/C PAYABLE	120.74
437-2-200-020-000	RETIREE H/C PAYABLE	59.49
452-2-200-020-000	RETIREE H/C PAYABLE	554.47
628-2-200-020-000	RETIREE H/C PAYABLE	289.35
635-6-682-375-000	LEASE PURCHASES	52,604.14
650-6-684-251-000	RENTALS	366.92
650-6-684-268-000	HOUSING OF PRISONERS	5,210.48
Grand Total:	172,233.55	

Approved by Applicant

 Marco Serrano

Project Account Summary

Project Account Key	Expense Amount
None	172,233.55
Grand Total:	172,233.55



Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	1268	07/01/2023	CONSULTING SERVICES	401-6-619-260-000	1,500.00
Vendor AMERICAN STEWARDS OF LIBERTY Total:					1,500.00
Vendor: BELL GAS INC.					
BELL GAS INC.	35551	07/05/2023	ACCT# 11020	452-8-832-223-000	4,333.74
Vendor BELL GAS INC. Total:					4,333.74
Vendor: BELL GAS INC					
BELL GAS INC	316110	07/18/2023	CUST# 460785	452-8-832-230-000	47.20
BELL GAS INC	316878	07/05/2023	CUST# 460785	452-8-832-230-000	69.55
Vendor BELL GAS INC Total:					116.75
Vendor: BRUCKNER TRUCK SALES					
BRUCKNER TRUCK SALES	XA10703450101	07/12/2023	PARTS/ACCT# 179270	402-6-653-221-000	177.65
Vendor BRUCKNER TRUCK SALES Total:					177.65
Vendor: CARR AUTOMOTIVE					
CARR AUTOMOTIVE	67552	07/17/2023	SERVICE/ LABOR	452-8-832-221-000	45.00
Vendor CARR AUTOMOTIVE Total:					45.00
Vendor: CATERPILLAR FINANCIAL SERVICES					
CATERPILLAR FINANCIAL SER	34093824	07/02/2023	CUST# 2476550	452-8-832-375-000	9,419.95
Vendor CATERPILLAR FINANCIAL SERVICES Total:					9,419.95
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC024864	07/01/2023	ACCT# 52228	452-8-832-341-000	55.89
Vendor CITY OF ROSWELL Total:					55.89
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	11	07/14/2023	ROSWELL AIR CENTER PROJE	631-8-884-376-000	7,151.19
Vendor CITY OF ROSWELL Total:					7,151.19
Vendor: DESERT PEAK ARCHITECTS					
DESERT PEAK ARCHITECTS	5500104-1	07/13/2023	CONSTRUCTION DESIGN SER	631-8-889-371-000	10,007.14
DESERT PEAK ARCHITECTS	5500104	07/13/2023	CONSTRUCTION DESIGN SER	635-6-682-381-100	28,064.04
Vendor DESERT PEAK ARCHITECTS Total:					38,071.18
Vendor: ELIOR INC					
ELIOR INC	INV2000178573	07/05/2023	CCDC INMATE MEALS	650-6-684-264-000	48,908.82
Vendor ELIOR INC Total:					48,908.82
Vendor: FULKERSON PLUMBING & HEATING CO. INC.					
FULKERSON PLUMBING & HE	181425	07/08/2023	REPAIR AC UNIT	401-6-696-257-000	3,985.00
Vendor FULKERSON PLUMBING & HEATING CO. INC. Total:					3,985.00
Vendor: HITS TRAINING & CONSULTING, INC					
HITS TRAINING & CONSULTI	18272	07/06/2023	K-9 SEMINAR SCOTTSDALE	401-7-752-224-000	929.44
Vendor HITS TRAINING & CONSULTING, INC Total:					929.44
Vendor: HOLCOMB LAW OFFICE					
HOLCOMB LAW OFFICE	3889	07/06/2023	LEGAL SERVICES FY 23-24	401-6-611-260-000	61.50
Vendor HOLCOMB LAW OFFICE Total:					61.50
Vendor: HOLLYFRONTIER CORP					
HOLLYFRONTIER CORP	203248014	07/12/2023	ACCT# 1100353	402-6-653-290-000	8,577.96
HOLLYFRONTIER CORP	203249574	07/13/2023	ACCT# 1100353	402-6-653-290-000	16,298.94
Vendor HOLLYFRONTIER CORP Total:					24,876.90
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901194	07/12/2023	TEMP/ CARRILLO	402-6-653-104-000	392.92
Vendor ITS QUEST, INC Total:					392.92

Expense Approval Register

Packet: APPKT02639 - CHECK RUN 7/21/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: IWG HOLDINGS, LLC					
IWG HOLDINGS, LLC	410824416	07/01/2023	HIGH LONESOME LEASE/ CU	401-6-616-249-000	1,500.00
Vendor IWG HOLDINGS, LLC Total:					1,500.00
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC024865	07/05/2023	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	CC024870	07/13/2023	ACCT# 115435453-0797988-	401-6-699-341-000	30.67
NEW MEXICO GAS COMPAN	CC024871	07/07/2023	ACCT# 076846512-0792590-	411-8-814-341-000	35.59
NEW MEXICO GAS COMPAN	CC024872	07/10/2023	ACCT# 077058012-0794705-	410-8-816-341-000	42.57
NEW MEXICO GAS COMPAN	CC024873	07/11/2023	ACCT# 077227312-1237385-	408-8-812-341-000	32.04
NEW MEXICO GAS COMPAN	CC024873	07/11/2023	ACCT# 077227312-0796398-	408-8-812-341-000	53.60
NEW MEXICO GAS COMPAN	CC024874	07/14/2023	ACCT# 077702112-0801146-	402-6-651-341-000	39.97
NEW MEXICO GAS COMPAN	CC024875	07/14/2023	ACCT# 077726812-0801393-	412-8-815-341-000	32.65
NEW MEXICO GAS COMPAN	CC024876	07/07/2023	ACCT# 077937001-0803495-	411-8-814-341-000	30.67
NEW MEXICO GAS COMPAN	CC024877	07/13/2023	ACCT# 077991703-0797981-	401-6-691-341-000	31.96
NEW MEXICO GAS COMPAN	CC024878	07/13/2023	ACCT# 077991703-0797982-	401-6-691-341-000	31.01
NEW MEXICO GAS COMPAN	CC024879	07/13/2023	ACCT# 077991703-0804041-	401-6-691-341-000	30.67
NEW MEXICO GAS COMPAN	CC024880	07/14/2023	ACCT# 078156501-0805690-	650-6-684-341-000	454.54
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-612-341-000	0.91
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-613-341-000	0.91
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-614-341-000	0.91
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-616-341-000	0.91
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-621-341-000	0.91
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-621-341-000	0.91
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-622-341-000	3.45
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-624-341-000	4.18
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-625-341-000	0.91
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-631-341-000	1.88
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-6-632-341-000	1.22
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-7-721-341-000	12.93
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-7-731-341-000	7.67
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-7-741-341-000	5.55
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	401-7-751-341-000	17.66
NEW MEXICO GAS COMPAN	CC024881	07/13/2023	ACCT# 115435453-1201470-	427-6-638-341-000	1.89
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-612-341-000	0.45
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-613-341-000	0.45
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-614-341-000	0.45
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-616-341-000	0.45
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-621-341-000	0.45
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-621-341-000	0.45
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-622-341-000	1.71
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-624-341-000	2.06
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-625-340-000	0.45
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-631-341-000	0.93
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-6-632-341-000	0.60
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-7-721-341-000	6.38
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-7-731-341-000	3.79
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-7-741-341-000	2.74
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	401-7-751-341-000	8.72
NEW MEXICO GAS COMPAN	CC024882	07/13/2023	ACCT# 115435453-1203867-	427-6-638-341-000	0.93
Vendor NEW MEXICO GAS COMPANY INC Total:					939.75
Vendor: NEW MEXICO SHERIFF'S ASSOCIATION					
NEW MEXICO SHERIFF'S ASS	17-000882	07/06/2023	YSLAS/HERRINGTON MEMBE	401-7-751-253-000	320.00
NEW MEXICO SHERIFF'S ASS	CC024867	07/19/2023	REGULAR MEMBER/ FY 23-2	401-7-751-253-000	35.00
NEW MEXICO SHERIFF'S ASS	CC024868	07/19/2023	REGULAR MEMBER DUES/FY	401-7-751-253-000	35.00
NEW MEXICO SHERIFF'S ASS	CC024869	07/19/2023	REGISTRATION/ CONF FY 23-	401-7-752-224-000	1,120.00
Vendor NEW MEXICO SHERIFF'S ASSOCIATION Total:					1,510.00

Expense Approval Register

Packet: APPKT02639 - CHECK RUN 7/21/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NM SECRETARY OF STATE					
NM SECRETARY OF STATE	CC024883	07/20/2023	BOND # 100149817	401-7-731-253-000	30.00
Vendor NM SECRETARY OF STATE Total:					30.00
Vendor: NMAC PROBATE AFFILIATE					
NMAC PROBATE AFFILIATE	CC024866	07/17/2023	CLARKE COLL / PROBATE AFF	401-7-723-260-000	20.00
Vendor NMAC PROBATE AFFILIATE Total:					20.00
Vendor: OLIVE TREE INVESTMENTS, LLC					
OLIVE TREE INVESTMENTS, L	CC024862	07/18/2023	110 E MESCALERO RD	635-6-682-375-000	15,000.00
Vendor OLIVE TREE INVESTMENTS, LLC Total:					15,000.00
Vendor: ROOSEVELT COUNTY					
ROOSEVELT COUNTY	102	07/10/2023	INMATE HOUSING FOR CCDC	650-6-684-268-000	1,650.00
Vendor ROOSEVELT COUNTY Total:					1,650.00
Vendor: SECURITY ADVISOR, LLC					
SECURITY ADVISOR, LLC	601	07/14/2023	SECURITY ADVISOR/ CCDC	650-6-684-260-000	1,975.17
Vendor SECURITY ADVISOR, LLC Total:					1,975.17
Vendor: SOUTHWEST MEDICAL ASSOCIATES, LLC					
SOUTHWEST MEDICAL ASSO	CC024863	07/01/2023	ACCT# P1105008902	427-6-639-270-000	96.23
Vendor SOUTHWEST MEDICAL ASSOCIATES, LLC Total:					96.23
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	90945	07/12/2023	SUPPLIES	452-8-832-230-000	137.08
STARR JANITORIAL INC.	90988	07/17/2023	SUPPLIES	650-6-684-230-000	12,611.78
Vendor STARR JANITORIAL INC. Total:					12,748.86
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	34386947	07/03/2023	ACCT# 016-1579071-000	401-6-632-251-000	252.85
VISUAL EDGE IT, INC	34420598	07/07/2023	ACCT# 015-1458791-000	620-7-725-375-000	178.64
Vendor VISUAL EDGE IT, INC Total:					431.49
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	3699299V830	07/01/2023	ACCT# 5830-688853	452-8-832-267-000	177.50
Vendor WASTE CONNECTIONS OF N.M. Total:					177.50
Vendor: WELLPATH LLC					
WELLPATH LLC	INV0107615	07/03/2023	INMATE MEDICAL CARE/ FY	427-6-639-268-000	165,248.42
Vendor WELLPATH LLC Total:					165,248.42
Grand Total:					341,396.48

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	10,004.09
402 - ROAD FUND	25,487.44
408 - EAST GRAND PLAINS VOLFIRE	85.64
410 - MIDWAY VOLUNTEER FIRE FND	42.57
411 - BERRENDO VOLUNTEER FIRE	66.26
412 - SIERRA VOLUNTEER FIRE FND	32.65
427 - INDIGENT HOSPITAL CLAIMS	165,347.47
452 - FLOOD CONTROL	14,329.04
620 - CLERK RECORDING & FILING	178.64
631 - OTHER GRANTS & CONTRACTS	17,158.33
635 - EMERGENCY/CAPITAL OUTLAY	43,064.04
650 - DETENTION CONSTRUCTION PJ	65,600.31
Grand Total:	341,396.48

Account Summary

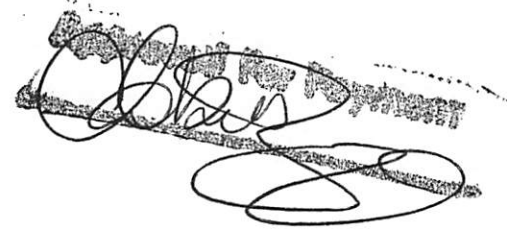
Account Number	Account Name	Expense Amount
401-6-611-260-000	PROFESSIONAL SERVICE	61.50
401-6-612-341-000	UTILITIES	1.36
401-6-613-341-000	UTILITIES	1.36
401-6-614-341-000	UTILITIES	1.36
401-6-616-249-000	EQUIP MAINT/AGREEME	1,500.00
401-6-616-341-000	UTILITIES	1.36
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-621-341-000	UTILITIES	2.72
401-6-622-341-000	UTILITIES	5.16
401-6-624-341-000	UTILITIES	6.24
401-6-625-340-000	TELEPHONE	0.45
401-6-625-341-000	UTILITIES	0.91
401-6-631-341-000	UTILITIES	2.81
401-6-632-251-000	RENTALS	252.85
401-6-632-341-000	UTILITIES	1.82
401-6-691-341-000	UTILITIES	93.64
401-6-696-257-000	FACILITY MAINT/REPAIR	3,985.00
401-6-699-341-000	UTILITIES	30.67
401-7-721-341-000	UTILITIES	19.31
401-7-723-260-000	PROFESSIONAL SERVICE	20.00
401-7-731-253-000	DUES & OTHER FEES	30.00
401-7-731-341-000	UTILITIES	11.46
401-7-741-341-000	UTILITIES	8.29
401-7-751-253-000	DUES & OTHER FEES	390.00
401-7-751-341-000	UTILITIES	26.38
401-7-752-224-000	EMPLOYEE TRAINING	2,049.44
402-6-651-341-000	UTILITIES	39.97
402-6-653-104-000	TEMPORARY SALARIES	392.92
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	177.65
402-6-653-290-000	PAVING PROJECTS-COOP	24,876.90
408-8-812-341-000	UTILITIES	85.64
410-8-816-341-000	UTILITIES	42.57
411-8-814-341-000	UTILITIES	66.26
412-8-815-341-000	UTILITIES	32.65
427-6-638-341-000	UTILITIES	2.82
427-6-639-268-000	CARE OF PRISONER SER	165,248.42
427-6-639-270-000	PAYMENT OF HOSPITAL	96.23
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	45.00
452-8-832-223-000	VEHICLE FUELS	4,333.74
452-8-832-230-000	SUPPLIES/TOOLS	253.83
452-8-832-267-000	CONTRACTUAL SERVICES	220.63
452-8-832-341-000	UTILITIES	55.89
452-8-832-375-000	LEASE PURCHASE	9,419.95

Account Summary

Account Number	Account Name	Expense Amount
620-7-725-375-000	LEASE PURCHASES	178.64
631-8-884-376-000	LAND/BUILDING - COUN	7,151.19
631-8-889-371-000	EQUIPMENT/MACHINER	10,007.14
635-6-682-375-000	LEASE PURCHASES	15,000.00
635-6-682-381-100	CONSTRUCTION PROJEC	28,064.04
650-6-684-230-000	SUPPLIES/TOOLS	12,611.78
650-6-684-260-000	PROFESSIONAL SERVICE	1,975.17
650-6-684-264-000	FEEDING OF PRISONERS	48,908.82
650-6-684-268-000	HOUSING OF PRISONERS	1,650.00
650-6-684-341-000	UTILITIES	454.54
	Grand Total:	341,396.48

Project Account Summary

Project Account Key	Expense Amount
None	341,396.48
Grand Total:	341,396.48

A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to read "D. [unclear]". The stamp is partially obscured by the signature and contains some illegible text.



Expense Approval Register

Packet: APPKT02651 - CHECK RUN 7/28/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0010732	07/27/2023	ALTON'S POWER BLOCK GYM	401-2-200-024-000	32.32
ALTON'S POWER BLOCK GYM	INV0010732	07/27/2023	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
Vendor ALTON'S POWER BLOCK GYM INC Total:					59.27
Vendor: APIC SOLUTIONS INC					
APIC SOLUTIONS INC	14881	07/18/2023	COURTHOUSE ELEVATOR CA	631-8-883-231-000	15,010.16
Vendor APIC SOLUTIONS INC Total:					15,010.16
Vendor: BELL GAS INC					
BELL GAS INC	316064	07/25/2023	ICE FOR ROAD CREW	402-6-653-230-000	242.50
BELL GAS INC	316068	07/26/2023	ACCT# 460785	452-8-832-230-000	50.50
Vendor BELL GAS INC Total:					293.00
Vendor: BRUCKNER TRUCK SALES					
BRUCKNER TRUCK SALES	XA10703421701	07/05/2023	PARTS	452-8-832-221-000	252.17
Vendor BRUCKNER TRUCK SALES Total:					252.17
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0010737	07/27/2023	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8406348611	07/21/2023	FIRST AID SUPPLIES/ RD	402-6-653-230-000	395.06
Vendor CINTAS CORPORATION #2 Total:					395.06
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0010739	07/27/2023	COLONIAL LIFE PAYABLE	401-2-200-016-000	1,686.28
COLONIAL LIFE & ACCIDENT	INV0010739	07/27/2023	COLONIAL LIFE PAYABLE	402-2-200-016-000	366.29
COLONIAL LIFE & ACCIDENT	INV0010739	07/27/2023	COLONIAL LIFE PAYABLE	427-2-200-016-000	86.76
COLONIAL LIFE & ACCIDENT	INV0010739	07/27/2023	COLONIAL LIFE PAYABLE	432-2-200-016-000	61.40
COLONIAL LIFE & ACCIDENT	INV0010739	07/27/2023	COLONIAL LIFE PAYABLE	435-2-200-016-000	25.21
COLONIAL LIFE & ACCIDENT	INV0010739	07/27/2023	COLONIAL LIFE PAYABLE	452-2-200-016-000	182.63
Vendor COLONIAL LIFE & ACCIDENT CO Total:					2,408.57
Vendor: DOUBLE TREE GLASS & WINDOWS					
DOUBLE TREE GLASS & WIN	CC024892	07/24/2023	1ST FLOOR WINDOW REPLA	631-8-886-226-000	60,800.00
DOUBLE TREE GLASS & WIN	CC024893	07/25/2023	PHASE 2 WINDOW REPLACE	631-8-886-231-000	273,500.26
Vendor DOUBLE TREE GLASS & WINDOWS Total:					334,300.26
Vendor: HOLCOMB LAW OFFICE					
HOLCOMB LAW OFFICE	3889-1	07/06/2023	LEGAL SERVICES TAX	401-6-611-260-000	4.69
Vendor HOLCOMB LAW OFFICE Total:					4.69
Vendor: HUITT-ZOLLARS, INC.					
HUITT-ZOLLARS, INC.	3146210204	07/26/2023	ENGINEERING SERVICES/ PR	631-8-884-226-000	6,351.72
Vendor HUITT-ZOLLARS, INC. Total:					6,351.72
Vendor: ISAAC COBOS					
ISAAC COBOS	CC024894	07/27/2023	CLAYTON COUNTY/DISTRICT	650-6-684-228-000	10.00
Vendor ISAAC COBOS Total:					10.00
Vendor: ITS QUEST, INC					
ITS QUEST, INC	901205	07/19/2023	TEMPS/ CARRILLO/SATTERFI	402-6-653-104-000	1,373.63
Vendor ITS QUEST, INC Total:					1,373.63
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0010748	07/27/2023	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010749	07/27/2023	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010750	07/27/2023	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010751	07/27/2023	JOSH MARTINEZ UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010752	07/27/2023	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00

Expense Approval Register

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IUPA, CHAVES COUNTY SHER	INV0010753	07/27/2023	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010754	07/27/2023	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010755	07/27/2023	RAUL RAMOS UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010756	07/27/2023	GAUGE KENNARD	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010757	07/27/2023	NATHANIEL DE LA CERDA UN	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010758	07/27/2023	BEN CONKLIN UNION DUES	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010759	07/27/2023	SCOTT HENDRIX UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010760	07/27/2023	JOSH MCKELVEY UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010761	07/27/2023	RICARDO DELGADO UNION	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010762	07/27/2023	SAMUEL LUERAS UNION DUE	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010763	07/27/2023	Justin Thompson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010764	07/27/2023	Joel Smoyer Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0010765	07/27/2023	John White Union Dues	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					450.00

Vendor: MIRANDA PEST CONTROL

MIRANDA PEST CONTROL	CCO24888	07/13/2023	PEST CONTROL SERVICES	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CCO24889	07/13/2023	PEST CONTROL SERVICES	412-8-815-267-000	26.96
MIRANDA PEST CONTROL	CCO24890	07/13/2023	PEST CONTROL SERVICES	412-8-815-267-000	64.70
MIRANDA PEST CONTROL	CCO24891	07/13/2023	PEST CONTROL SERVICES	412-8-815-267-000	53.92
Vendor MIRANDA PEST CONTROL Total:					172.54

Vendor: NEW MEXICO STATE LIBRARY

NEW MEXICO STATE LIBRARY	1-FY24	07/18/2023	ANNUAL ALLOCATION FY23-	401-6-671-436-000	525.00
Vendor NEW MEXICO STATE LIBRARY Total:					525.00

Vendor: NEW YORK LIFE INSURANCE

NEW YORK LIFE INSURANCE	INV0010744	07/27/2023	NEW YORK LIFE	401-2-200-015-000	780.08
NEW YORK LIFE INSURANCE	INV0010744	07/27/2023	NEW YORK LIFE	402-2-200-015-000	345.53
NEW YORK LIFE INSURANCE	INV0010744	07/27/2023	NEW YORK LIFE	427-2-200-015-000	106.18
NEW YORK LIFE INSURANCE	INV0010744	07/27/2023	NEW YORK LIFE	432-2-200-015-000	27.17
NEW YORK LIFE INSURANCE	INV0010744	07/27/2023	NEW YORK LIFE	435-2-200-015-000	19.53
NEW YORK LIFE INSURANCE	INV0010744	07/27/2023	NEW YORK LIFE	452-2-200-015-000	40.00
Vendor NEW YORK LIFE INSURANCE Total:					1,318.49

Vendor: NM RETIREE HEALTH CARE AUTHORITY

NM RETIREE HEALTH CARE A	CM0000255	07/27/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	-60.00
NM RETIREE HEALTH CARE A	CM0000257	07/27/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	-7.50
NM RETIREE HEALTH CARE A	CM0000263	07/27/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	-54.52
NM RETIREE HEALTH CARE A	INV0010746	07/27/2023	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,034.07
NM RETIREE HEALTH CARE A	INV0010746	07/27/2023	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,675.98
NM RETIREE HEALTH CARE A	INV0010746	07/27/2023	NM RETIREE HEALTH CARE P	427-2-200-020-000	115.50
NM RETIREE HEALTH CARE A	INV0010746	07/27/2023	NM RETIREE HEALTH CARE P	432-2-200-020-000	171.28
NM RETIREE HEALTH CARE A	INV0010746	07/27/2023	NM RETIREE HEALTH CARE P	435-2-200-020-000	124.41
NM RETIREE HEALTH CARE A	INV0010746	07/27/2023	NM RETIREE HEALTH CARE P	437-2-200-020-000	70.73
NM RETIREE HEALTH CARE A	INV0010746	07/27/2023	NM RETIREE HEALTH CARE P	452-2-200-020-000	558.26
NM RETIREE HEALTH CARE A	INV0010747	07/27/2023	NM Retiree HealthCare Law	401-2-200-020-000	3,156.46
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					11,784.67

Vendor: NMAC MANAGERS AFFILIATE

NMAC MANAGERS AFFILIATE	CCO24852-1	07/27/2023	NMAC MANAGER AFFILIATE	401-6-612-253-000	100.00
Vendor NMAC MANAGERS AFFILIATE Total:					100.00

Vendor: PRE-PAID LEGAL SERVICES INC

PRE-PAID LEGAL SERVICES IN	INV0010730	07/27/2023	LEGAL SHIELD PAYABLE	401-2-200-022-000	127.55
PRE-PAID LEGAL SERVICES IN	INV0010730	07/27/2023	LEGAL SHIELD PAYABLE	402-2-200-022-000	117.60
PRE-PAID LEGAL SERVICES IN	INV0010730	07/27/2023	LEGAL SHIELD PAYABLE	427-2-200-022-000	33.90
Vendor PRE-PAID LEGAL SERVICES INC Total:					279.05

Vendor: S RESOURCE, INCORPORATED

S RESOURCE, INCORPORATE	101-23	07/01/2023	PHASE 1 & 2 SALARY SURVEY	401-6-613-260-000	668.75
Vendor S RESOURCE, INCORPORATED Total:					668.75

Expense Approval Register

Packet: APPKT02651 - CHECK RUN 7/28/23

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: STARR JANITORIAL INC.					
STARR JANITORIAL INC.	90987	07/17/2023	SUPPLIES	631-8-883-230-000	1,500.12
Vendor STARR JANITORIAL INC. Total:					1,500.12
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0010733	07/27/2023	000454540-MENDOZA	401-2-200-018-000	132.92
STATE OF NEW MEXICO	INV0010735	07/27/2023	000258710-LUERAS	401-2-200-018-000	119.08
STATE OF NEW MEXICO	INV0010736	07/27/2023	000434280-LUERAS	401-2-200-018-000	140.77
STATE OF NEW MEXICO	INV0010740	07/27/2023	000480470- SANCHEZ	401-2-200-018-000	160.46
STATE OF NEW MEXICO	INV0010741	07/27/2023	000207794- HUERTA	402-2-200-018-000	189.69
Vendor STATE OF NEW MEXICO Total:					742.92
Vendor: SUSAN L NELDON, MD					
SUSAN L NELDON, MD	CC024895	07/27/2023	RECOVERY OF COURT FEES	401-6-611-319-000	202.74
Vendor SUSAN L NELDON, MD Total:					202.74
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0010734	07/27/2023	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0010738	07/27/2023	0009646845 MATTA, RAY	435-2-200-011-000	276.92
Vendor TEXAS CHILD SUPPORT SDU Total:					604.15
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0010729	07/27/2023	UNITED WAY PAYABLE	401-2-200-010-000	24.00
UNITED WAY OF CHAVES CO	INV0010729	07/27/2023	UNITED WAY PAYABLE	402-2-200-010-000	25.00
UNITED WAY OF CHAVES CO	INV0010729	07/27/2023	UNITED WAY PAYABLE	452-2-200-010-000	5.00
Vendor UNITED WAY OF CHAVES COUNTY Total:					54.00
Vendor: VISUAL EDGE IT, INC					
VISUAL EDGE IT, INC	34499690	07/20/2023	ACCT# 019-1392174-000	401-6-631-251-000	156.25
Vendor VISUAL EDGE IT, INC Total:					156.25
Vendor: WATSON TRUCK & SUPPLY INC					
WATSON TRUCK & SUPPLY IN	336302	07/19/2023	PARTS	402-6-653-221-000	283.34
Vendor WATSON TRUCK & SUPPLY INC Total:					283.34
Grand Total:					379,550.55

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	14,956.63
402 - ROAD FUND	5,041.57
412 - SIERRA VOLUNTEER FIRE FND	172.54
427 - INDIGENT HOSPITAL CLAIMS	342.34
432 - DWI GRANT FUNDS	259.85
435 - CORRECTION GRANTS	446.07
437 - ENVIRONMENTAL TAX	70.73
452 - FLOOD CONTROL	1,088.56
631 - OTHER GRANTS & CONTRACTS	357,162.26
650 - DETENTION CONSTRUCTION PJ	10.00
Grand Total:	379,550.55

Account Summary

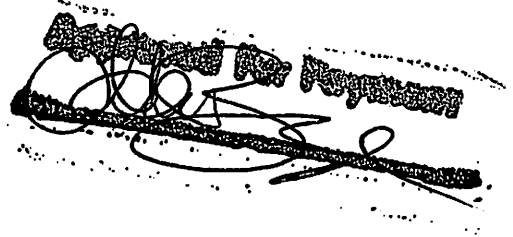
Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	474.00
401-2-200-015-000	NEW YORK LIFE INSURA	780.08
401-2-200-016-000	GLOBE LIFE PAYABLE	1,686.28
401-2-200-018-000	CHILD ENFORCEMENT P	1,130.46
401-2-200-020-000	RETIREE H/C PAYABLE	9,068.51
401-2-200-022-000	PRE-PAID LEGAL PAYABL	127.55
401-2-200-024-000	ALTONS POWER BLOCK	32.32
401-6-611-260-000	PROFESSIONAL SERVICE	4.69
401-6-611-319-000	OTHER INSURANCE	202.74
401-6-612-253-000	DUES & OTHER FEES	100.00
401-6-613-260-000	PROFESSIONAL SERVICE	668.75
401-6-631-251-000	RENTALS	156.25
401-6-671-436-000	NM STATE LIBRARY	525.00
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	366.29
402-2-200-018-000	CHILD ENFORCEMENT P	189.69
402-2-200-020-000	RETIREE H/C PAYABLE	1,675.98
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	1,373.63
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	283.34
402-6-653-230-000	SUPPLIES/TOOLS	637.56
412-8-815-267-000	CONTRACTUAL SERVICES	172.54
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
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	171.28
435-2-200-011-000	MISCELLANEOUS PAYABL	276.92
435-2-200-015-000	NEW YORK INSURANCE	19.53
435-2-200-016-000	GLOBE LIFE PAYABLE	25.21
435-2-200-020-000	RETIREE H/C PAYABLE	124.41
437-2-200-020-000	RETIREE H/C PAYABLE	70.73
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	558.26
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	252.17
452-8-832-230-000	SUPPLIES/TOOLS	50.50
631-8-883-230-000	SUPPLIES	1,500.12
631-8-883-231-000	JOY NON-EXPENDABLE S	15,010.16
631-8-884-226-000	MILEAGE REIMBURSEME	6,351.72

Account Summary

Account Number	Account Name	Expense Amount
631-8-886-226-000	MILEAGE REIMBURSEME	60,800.00
631-8-886-231-000	NON EXPENDABLE SUPP	273,500.26
650-6-684-228-000	TRANSPORT PRISONERS	10.00
	Grand Total:	379,550.55

Project Account Summary

Project Account Key	Expense Amount
None	379,550.55
Grand Total:	379,550.55

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains the text "APPROVED FOR PAYMENT" in a bold, sans-serif font. The signature is a cursive-style name that is partially obscured by the stamp's border.

July 2023 PCard Report

Account	Department	Item Total
401-6-611 Total	Commissioners	\$666.56
401-6-612 Total	County Manager	\$2,192.60
401-6-613 Total	Human Resources	\$8,238.17
401-6-614 Total	Safety	\$6,718.96
401-6-616 Total	Fire & Emergency Services	\$145.39
401-6-619 Total	Working Capital	\$170.97
401-6-621 Total	Public Works	\$347.66
401-6-622 Total	Information Technology	\$11,651.38
401-6-624 Total	Planning & Zoning	\$6,325.64
401-6-625 Total	Purchasing	\$86.99
401-6-631 Total	Finance Dept	\$313.64
401-6-632 Total	Community Development	\$132.39
401-6-641 Total	Detention Administration	\$386.86
401-6-642 Total	Adult Detention	\$2,547.93
401-6-645 Total	Juvenile CCJD	\$151.04
401-6-691 Total	Facility Maintenance	\$4,222.09
401-6-692 Total	Courthouse Maintenance	\$797.83
401-6-693 Total	Facility Maint. Health Dept.	\$531.42
401-6-694 Total	Facility Maint. CC Road Dept.	\$939.01
401-6-696 Total	Operating Exp - CCDC	\$13,920.51
401-6-699 Total	St. Mary Complex	\$221.03
401-7-721 Total	Clerk Admin	\$3,477.23
401-7-722 Total	Clerk Bureau Elec.	\$1,523.64
401-7-731 Total	Assessor Admin	\$1,659.29
401-7-732 Total	Assessor Appraisal	\$150.00
401-7-741 Total	Treasurer Dept.	\$2,038.28
401-7-751 Total	Sheriff Admin	\$9,438.43
401-7-752 Total	Sheriff Patrol & Investigation	\$19,503.10
402-6-651 Total	Road Admin	\$1,804.22
402-6-652 Total	Road Shop	\$5,740.31
402-6-653 Total	Road Construction & Maintenance	\$15,982.43
402-6-654 Total	Road Vector Control	\$8.70
407-8-811 Total	Dunken FD	\$120.02
408-8-812 Total	East Grand Plains FD	\$1,724.11
409-8-813 Total	Penasco FD	\$243.07
410-8-816 Total	Midway FD	\$10,849.68
411-8-814 Total	Berrendo FD	\$8,171.78
412-8-815 Total	Sierra FD	\$1,984.96
412-8-828 Total	Sierra FD	\$144.00
413-8-818 Total	Rio Felix FD	\$186.59
414-8-819 Total	Fire District #8	\$282.33
427-6-638 Total	Indigent	\$793.69
432-7-761 Total	DWI	\$1,605.49
452-8-832 Total	Flood Dept.	\$886.39

July 2023 PCard Report

628-7-733 Total	Assessor	\$28.73
631-8-886 Total	Other Grant's & Contracts	\$3,340.00
650-6-684 Total	CCDC Construction Fund	\$29,138.61
670-6-671 Total	Internal Services	\$2,008.17
Grand Total		\$183,541.32

Purchasing Bid/RFP/SS/Emergency Register

FY24 BIDS

ITB #	Description	Advertise	Open	Project Manager	Status
ITB-24-1	Public Health Office	TBD	TBD	Mac Rodgers	<i>Pending documents...</i>
ITB-24-2	PVRCC Construction	08/13/23	09/12/23	Mac Rodgers	
ITB-24-3	Bulk Fuel	September - TBD	October - TBD	Road Dept	<i>Pending documents...</i>
ITB-24-4	Bituminous Surface Treatment	September - TBD	October - TBD	Road Dept	<i>Pending documents...</i>

FY24 RFPS

RFP #	Description	Advertise	Open	Project Manager	Status
RFP-24-1	Youth Club 23-ZH9177	08/15/23	09/05/23	Anabel Barraza	
RFP-24-2	Youth Mentoring Services 23-ZH9178	08/15/23	09/05/23	Anabel Barraza	

FY24 Sole Source

SS #	Description	Posted	Awarded	Amount
SS-24-1	Tyler Technologies	06/06/23	07/07/23	Est. \$300,000 annually
SS-24-2	WINGS for L.I.F.E	05/22/23	06/23/23	\$28,050.00
SS-24-3	CASA-Gender Specific Program	05/22/23	06/23/23	\$15,840.00
SS-24-4	CASA - Alternative Education Program	05/22/23	06/23/23	\$36,000.00
SS-24-5	CASA - Court Youth Advocacy Program	05/22/23	06/23/23	\$56,000.00
SS-24-6	Jail Management System	07/05/23	07/06/23	\$42,000.00

FY24 Emergency

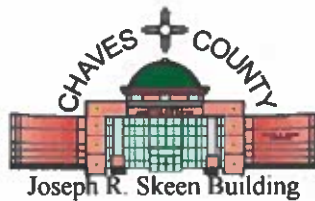
EM #	Description	Contractor	Posted	Amount
EM-24-1	Inmate Medical Services	Roadrunner Health Services	07/18/23	\$1,928,569.00

FY24 Quotes over \$30k

	Description	Contractor	Amount	Awarded

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

07/01/2023-07/31/2023

CLERK FEES (EQUIPMENT)	\$ 4,221.00
GEN CLERK'S FEES	\$ 13,220.50
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 435.00
PROBATE	\$ 472.65
PHOTOCOPIES.....	\$ 1,734.00
GOVT GROSS RECEIPTS TAX	\$ -
TOTAL AMOUNT:	\$20,083.15
TOTAL DOCUMENTS FILED	666
NEW MARRIAGE LICENSES	29
NEW PROBATES	11
NEW SURVEYS	4
NEW PLATS	0
VOTER CHANGES	158
NEW REGISTRANTS	97
REPUBLICANS	17266
DEMOCRATS	8803
LIBERTARIANS	366
OTHER	7876

CCSO Mileage Report
JULY, 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	145,736	148,371	2635
905	2017	Ford	F-150	Thompson, Justin	102,811	105,900	3089
907	2011	Ford	F-250 Crew Cab	Spare	230,916	230,916	0
908	2013	Ford	Taurus	Ramirez, Giovanny-Shop	165,062	165,062	0
909	2019	Ford	F-150	Pineda, Anthony	62,430	63,706	1276
910	2014	Ford	F-150 4x4	Spare	129,926	129,926	0
911	2016	Ford	Expedition 4x4	Spare-	107,858	107,858	0
913	2016	Ford	Expedition 4x4	Parmer, Jeremy	97,064	97,645	581
914	2018	Ford	Taurus	Spare-Damaged County Yard	75,269	75,269	0
915	2008	Dodge	Charger	Spare CID	108,704	108,704	0
916	2018	Ford	Explorer	Beagles-Clark, Amanda	111,388	113,079	1691
917	2018	Ford	Explorer	Wrecked	87,987	87,987	0
918	2006	Ford	Van	Transport Van	121,688	121,688	0
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	89,389	91,285	1896
923	2005	Ford	F-150	Serrano, Agustin	142,040	142,709	669
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	Ramos, Raul	93,299	95,225	1926
930	2014	Ford	Taurus	Perez, Agustin	69,165	69,495	330
931	2008	Ford	Crown Victoria	Spare-Damaged County Yard	122,139	122,139	0
933	2017	Ford	Explorer	De La Cerda, Nathaniel	125,590	128,670	3080
934	2017	Ford	Explorer	Spare	143,002	143,002	0
935	2017	Ford	Explorer	White, John	140,504	140,504	0
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	185,987	185,987	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	109,348	110,335	987
945	2014	Ford	Taurus	Spare-Damaged County Yard	137,976	137,976	0
946	2014	Ford	Taurus	Villarreal, PJ	151,661	153,066	1405
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	107,970	107,970	0
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	144,127	144,127	0
957	2014	Ford	Taurus	Spare	142,777	142,777	0
960	2007	Ford	Crown Victoria	Spare	117,120	117,120	0

961	2018	Ford	Van	Transport	31,642	31,642	0
962	2015	Dodge	Caravan	Transport	155,712	155,712	0
966	2020	Ford	F-150	Ray, Mike	17,568	18,128	560
967	2019	Ford	F-150	Dictson, Daniel	74,574	74,953	379
968	2019	Ford	F-150	Nava, Isaac	32,208	34,000	1,792
969	2019	Ford	F-150	Hendrix, Scott	29,228	33,317	4,089
970	2019	Ford	F-150	Delgado, Ricardo	46,041	48,429	2,388
971	2019	Ford	F-150	Thompson-Wreck being repaired	53,017	53,017	0
977	2019	Ford	F-150	Silvas, Pedro	94,780	96,655	1875
978	2019	Ford	F-150	Spare	62,862	62,862	0
979	2020	Ford	F-150	Conklin, Benjamin	69,903	71,626	1,723
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	68,853	70,743	1,890
983	2020	Ford	F-150	Sanchez, Kim	67,343	69,961	2,618
985	2020	Dodge	Caravan	Transport	41,889	42,782	893
989	2011	Chevy	Tahoe	Spare-Damaged County Yard	156,816	156,816	0
994	2020	Ford	F-150	Avalos, Jacob	60,044	60,358	314
995	2020	Ford	F-150	Martinez, Joshua	60,677	63,076	2,399
996	2020	Ford	F-150	Cobos, Isaac	65,384	67,080	1,696
997	2020	Ford	F-150	McKelvey, Josh	59,502	61,022	1,520
998	2007	Ford	Fusion	Bell, Sarah	36,009	36,066	57
999		Ford	F-550 Diesel	Crime Scene Truck	217,877	217,877	0
1000	2021	Chevy	Silverado	Herrington, Mike	12,842	13,035	193
1001	2021	Chevy	Silverado	Yslas, Charles	16,895	17,051	156
1002	2021	Chevy	Silverado	Drake, Charles	19,185	20,389	1,204
1004	2021	Chevy	Tahoe	Sanchez, Jacob	16,815	17,892	1,077
1005	2017	Ford	Explorer	Hardy, Travis	163,085	163,300	215
1008	2022	Ford	F-150	Salas, Andres	3,533	6,149	2,616
1009	2022	Ford	F-150	Cassidy, Maria	745	1,100	355
1010	2022	Ford	F-150	Hohle, Doug	2,318	3,388	1,070
						TOTAL:	50644

****Spare maybe in use due to Assigned Units in the Shop for repairs**

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

July 2023

Total Number of Arrests: 62
Adult: 62
Juvenile: 0

Total Number of DWI's: 9

Total Number of Arrest Citations: 10
Adult: 8
Juvenile: 2

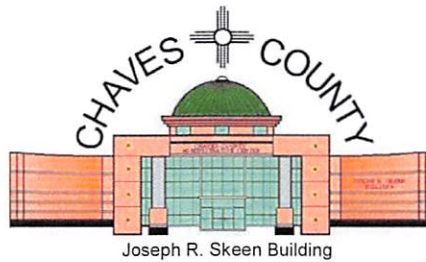
Total Number of Non-Traffic Citations: 0

Total Number of Traffic Citations: 64

Total Number of Warning Traffic Citations: 4

Total Number of Accident Reports: 15

**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

July 2023

MAN-HOURS	6,436.50	
MANPOWER COST		\$225,816.85
MAN-HOURS ON ROAD PROJECTS	3,545.38	
MANPOWER COST ON ROAD PROJECTS		\$130,538.83
MILES BLADED	66.65	
VEHICLE MILEAGE and OFF-ROAD HOURS	3,967.88	
VEHICLE AND EQUIPMENT COSTS		\$152,467.38
GALLONS WATER HAULED	492,000.00	
COST OF CITY WATER		\$1,968.00
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL USED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	340.00	\$8,068.20
BASE COURSE USED ON ROAD PROJECTS	680.00	\$2,271.20
COLD MIX USED ON ROAD PROJECTS	21.80	\$2,016.50
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	20.00	\$120.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$34,519.83
DEMURRAGE		\$0.00
GAS (gallons)	224.60	\$635.30
DIESEL (gallons)	171.30	\$499.81
GAS - Dunken (gallons)	1386.90	\$3,494.91
DIESEL - Dunken (gallons)	4731.00	\$11,080.30
COST OF ROADWORK		\$347,680.26
COST OF SOLID WASTE		\$13,045.16


JOE E. WEST
ROAD OPERATIONS DIRECTOR