

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

June 18, 2020 –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. PUBLIC HEARINGS

1. 2020 Chaves County Annual Road Hearing

B. AGREEMENTS AND RESOLUTIONS

2. Agreement A-20-008 between Chaves County and the State of New Mexico Children, Youth, and Families Department
3. Agreement A-20-013 between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY 20/21
4. A. Agreement A-20-014 between Chaves County and Character Counts
B. Agreement A-20-015 between Chaves County and The Every Fifteen Minute Program
C. Agreement A-20-016 between Chaves County and C.A.S.A
D. Agreement A-20-017 between Chaves County and ASPEN of New Mexico
5. Agreement A-20-018 Lease (with option to buy) for (1) 2020 Volvo L90H Wheel Loader

6. Resolution R-20-018 Accepting 2020-2021 NMDOT LGRF County Arterial Program
7. Resolution R-20-019 Adopting 2020-2021 NMDOT LGRF Cooperative Program
8. Resolution R-20-020 Accepting 2019/2020 NMDOT LGRF School Bus Program
9. Resolution R-20-021 Deletion of Property & Proposed Disposition

E. ITB/RFP'S

10. ITB-20-2 Oils and Lubricants
11. RFP-20-2 Dental Benefits

F. OTHER BUSINESS

12. MOU Between US Fish & Wildlife Service and the Arizona County Signatories and the New Mexico Signatories

APPROVAL OF CHECKS

APPROVAL OF REPORTS

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

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

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

AGENDA ITEM: 1

2020 Chaves County Annual Road Hearing

MEETING DATE: June 18, 2020

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Public Services Department

ACTION REQUESTED: Consideration of all 2020 Road Hearing requests

ITEM SUMMARY:

Having received the applications for the 2020 Annual Chaves County Road Hearing it is requested that the Chaves County Commission hear any public input with regard to the requested roads.

This is a public hearing which was properly advertised per statute requirements.

SUPPORT DOCUMENTS: Copy of applications, Freeholder summary report

SUMMARY BY: Bill Williams

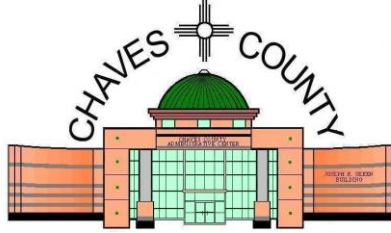
TITLE: Public Services Director

PUBLIC SERVICES

PO Box 1817
Roswell, NM 88202-1817
PHONE: 575-624-6611
FAX: 575-624-6631
bwilliams@co.chaves.nm.us

Public Services Director

Bill Williams



COMMISSIONERS

Dara Dana · District 1
T. Calder Ezzell Jr. · District 2
Jeff Bilberry · District 3
Robert Corn · District 4
William E Cavin · District 5

County Manager

Stanton L. Riggs

Chaves County received a total of 14 road hearing documents for 2020. All of the documents were completed as per the Chaves County Road Policy.

Of the 14 applications **seven road maintenance status changes, two new road requests, and five road vacations** were requested. On Tuesday March 9, 2020 the Chaves County Board of Freeholders went for site visits at each of this year's requested road locations. In every instance the Freeholders voted unanimously for their final recommendations. Please accept the following summary.

Maintenance Status Change Requests

Recommendation **FOR** Maintenance Status Change from Freeholders

Road Maintenance Status Change Application #1: Nickolas McClelland is asking for the County to assume maintenance of Paul Avenue (approx. 1750 ft). Freeholders recommend that this application be **APPROVED**.

Road Maintenance Status Change Application #2: Allen Gedde is asking for the County to assume maintenance of El Rosal Street (approx. 2220 ft). Freeholders recommend that this application be **APPROVED**.

Road Maintenance Status Change Application #3: Allen Gedde is asking for the County to assume maintenance of El Arco Way Road (approx. 1090 ft). Freeholders recommend that this application be **APPROVED**.

Road Maintenance Status Change Application #4: Allen Gedde is asking for the County to assume maintenance of Los Padrinos Road (approx. 350 ft). Freeholders recommend that this application be **APPROVED**.

Road Maintenance Status Change Application #5: Mary Ann Rogers is asking for the County to assume maintenance of Larry Drive (approx. 1050 ft). Freeholders recommend that this application be **APPROVED**.

Road Maintenance Status Change Application #7: William Schwalm is asking for the County to assume maintenance of Allen Avenue (approx. 1162 ft). Freeholders recommend that this application be **APPROVED**.

Road Maintenance Status Change Application #11: Chaves County is asking for the County to assume maintenance of Suzanne Drive (from Allen Avenue to Sycamore) (approx. 490 ft). Freeholders recommend that this application be **APPROVED**.

New Road Requests

Recommendation **FOR New Road Requests from Freeholders**

New Road Request Application #6: Michael Gomez is asking for the County to accept Ambush Road (approx. 3950 ft) as a new road. Freeholders recommend that this application be **APPROVED**.

New Road Request Application #13: Theresa Vargas (on behalf of her parents who own property on this road) is asking for the County to accept Hopi Road (approx. 2750ft) as a new road. Freeholders recommend that this application be **APPROVED**.

Road Vacation Requests

Recommendations **FOR Road Vacation from Freeholders**

Road Vacation Application #8-Loftis Lane: Don and Nancy Miles are requesting the vacation of approx. 7,180 feet of Loftis Lane C3-008 from approx. 2530 feet south of Lynette Road. This portion of Loftis Lane is non-county maintained and has been behind a gate on their property for decades. Freeholders agree that this road meets the requirements to be considered for vacation.

Road Vacation Application #9-Consuelo Road: Chaves County Road Department is requesting the vacation of the north 980 feet of Consuelo Road C3-165 from Cindy Road north to the end. The Bogles built a new section of road which connects Consuelo Road to Cindy Road without going through the front yard of the ranch house. Freeholders agree that this road meets the requirements to be considered for vacation.

Road Vacation Application #10-Cindy Road: Chaves County Road Department is requesting the vacation of the north 820 feet of Cindy Road C3-161 from the new portion of Cindy Road north to the end. The Bogles built a new section of road which connects Consuelo Road to Cindy Road without going through the front yard of the ranch house. Freeholders agree that this road meets the requirements to be considered for vacation.

Road Vacation Application #12-Suzanne Drive: Thomas Kiley is requesting the vacation of the west 250 feet of Suzanne Drive. This portion of Suzanne Drive was never opened to public use within the subdivision. Freeholders agree that this road meets the requirements to be considered for vacation.

Road Vacation Application #14-Oasis Road: Adelante Farms is requesting the vacation of Oasis Road C1-249 from Woodbine way to East Grand Plains Road (approx. 6750 ft). Freeholders agree that this road meets the requirements to be considered for vacation.

AGENDA ITEM: 2

Agreement A-20-008 between Chaves County and the State of New Mexico Children, Youth and Families Department

MEETING DATE: 06/18/2020

Action Requested by: Lucia Serrano, Continuum Coordinator

Action Requested: Approval of Agreement A-20-008

Item Summary:

Working with the Chaves County Comprehensive Strategy Board, Chaves County applied for funding to help assist the Chaves County Juvenile Justice Continuum Programs. As a result, Chaves County was awarded a total of \$718,728.00 for FY 21-FY24; With each individual Fiscal Year award not to exceed the amount of \$179,682.00. Programs are listed within the agreement under Attachment 2-Budget.

The term of the Agreement will extend through June 30, 2025.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-20-008

Summary by: Lucia Serrano

Title: Continuum Coordinator

A-20-008
STATE OF NEW MEXICO
CHILDREN, YOUTH AND FAMILIES DEPARTMENT
Continuum of Graduated Sanctions
AGREEMENT No. 21-690-3200-20838

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **CHILDREN, YOUTH AND FAMILIES DEPARTMENT**, hereinafter referred to as the “Agency,” and **Chaves County** hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Agency.

WHEREAS, the Agency is the State agency designated to receive and administer federal funds and desires to engage and the contractor is willing to provide the services outlined pursuant to Article II - Scope of Work.

NOW THEREFORE, the Agency and the Contractor in consideration of mutual covenants and agreements herein contained, do hereby agree as follows:

ARTICLE I. Term of Agreement

THIS AGREEMENT SHALL BECOME EFFECTIVE ON THE DATE UPON WHICH IT IS EXECUTED BY THE AGENCY SECRETARY OR DESIGNEE. This Agreement shall terminate on **June 30, 2025** unless terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations).

ARTICLE II. Scope of Work

The Contractor shall provide the program of services as set forth in the scope of work which is attached hereto as “**Attachment 1 – Scope of Work**” and incorporated herein by reference, unless amended or terminated pursuant to Article VI (Termination of Agreement), or Article XXIII (Appropriations), *infra*. In consideration for the provision of those services, the Agency agrees to purchase and the Contractor agrees to perform the services identified in the Scope of Work.

If applicable to the performance of the scope of work herein (direct service delivery to a child or other care recipient by staff and employees of child-care facilities, including every facility or program having primary custody of children for twenty hours or more per week, juvenile treatment facilities, and direct provider of care for children in the following settings: Children’s behavioral health services and licensed and registered child care, including shelter care), or if the performance of the scope of work places Contractor in the position of coming into contact with client data, Contractor and its staff and employees, and other prospective subcontractors are required to obtain a Background Check (a screen of the Children, Youth and Families Department’s information databases, state and federal criminal records and any other reasonably reliable information about an applicant) in accordance with 8.8.3.2 NMAC - Rp, 8.8.3.2 NMAC, 03/31/06.

ARTICLE III. Limitation of Cost

The Agency shall pay to the Contractor for services satisfactorily performed as outlined in the budget which is made part of this Agreement as **Attachment 2 – Budget**. The total amount of the monies payable to the Contractor under this Agreement shall not exceed **Seven Hundred Eighteen Thousand Seven Hundred Twenty Eight Dollars and Zero Cents (\$718,728.00)**. The annual budget is attached hereto as “**Attachment 2 – Budget**” and incorporated herein by reference.

ARTICLE IV. Payment

The Agency shall make monthly payments to the Contractor for services and costs specified in **Attachment 2 - Budget**. The Contractor shall submit certified and documented invoices and vouchers monthly for actual work performed and expenses incurred to the Agency. The Contractor's failure to submit such payment vouchers, invoices, and supporting documentation within fifteen (15) days after they are due may result in the non-availability of funds for payment and/or the denial of payment by the Agency.

ARTICLE V. Return of Funds

Upon termination of this Agreement, or after the services provided for herein have been rendered, surplus money, if any, shall be returned by the Contractor to the Agency.

ARTICLE VI. Termination of Agreement

A. Grounds. The Agency may terminate this Agreement for convenience or cause. The Contractor may only terminate this Agreement based upon the Agency's uncured, material breach of this Agreement.

B. Notice; Agency Opportunity to Cure.

1. Except as otherwise provided in Article (VI)(B)(3), the Agency shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2. Contractor shall give Agency written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the Agency's material breaches of this Agreement upon which the termination is based and (ii) state what the Agency must do to cure such material breaches. Contractor's notice of termination shall only be effective (i) if the Agency does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the Agency does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the Agency; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the State Purchasing Agent; or (iii) the Agreement is terminated pursuant to Article XXIII, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the Agency's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE AGENCY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.**

D. Termination Management. If this agreement is terminated pursuant to its provisions, or if the parties mutually agree to discontinue their contractual relationship, or upon expiration of the term of the AGREEMENT, immediately upon expiration or receipt by either the Agency or the Contractor of notice of termination of this agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this agreement without

written approval of the Agency, except as provided in part (4) of this paragraph, below; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this agreement, and 4) if providing health services or client support as part of the scope of work of this agreement, continue to provide essential services and supports to ensure the health and safety of individual clients as directed by the Agency during the period of termination management. This requirement is not avoided by an inadvertent expiration of term for the agreement. In this event the Agency may temporarily extend the term, enter into a new short-term agreement or otherwise enter into an agreement, consistent with the New Mexico Procurement Code until all transition of services are completed. As of the date of termination of this agreement, the Contractor shall furnish to the Agency: (a) a complete detailed inventory of nonexpendable Agency property or equipment provided to or purchased by the Contractor with agreement funds as defined in Article 31 (Property) of this agreement, and (b) a final closing of the financial records and books of accounts which were required to be kept by the Contractor under the provisions of this agreement regarding financial records. Any non-expendable personal property or equipment provided to or purchased by the Contractor with agreement funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

ARTICLE VII. Funds Accountability

The parties shall provide for strict accountability of all monies made subject to this Agreement. The Contractor shall maintain fiscal records, follow generally accepted accounting principles, and account for all receipts and disbursements of funds transferred to the Contractor pursuant to this Agreement. The Contractor will include all monies made subject to this Agreement in the annual audit and will provide the Agency with a copy of the annual audit.

ARTICLE VIII. Maintenance of Records

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

B. If Contractor receiving state or federal funds from the Agency shall comply, if applicable, with auditing requirements under the Single Audit Act (31 U.S.C. §7501, et seq.) and the New Mexico State Auditor's rules and regulations. If the Contractor is determined to be a sub recipient and not a vendor under the federal Single Audit Act, the Contractor shall comply with the audit requirements of the Single Audit Act. This includes the Contractor retaining its financial records for a period five years after the time the audit was released.

C. If the Contractor receives more than \$250,000 in federal funding, or more than \$750,000 from the Agency, in any single fiscal year, the Contractor shall prepare annual financial statements and obtain an audit of, or an opinion on, the financial statements from an external Certified Public Accountant.

D. The Contractor shall maintain the financial statements for a period of no less than six years and shall make the financial statements and the CPA's audit or opinion available to the Agency upon request.

E. Applicable annual financial reports shall be submitted to the Agency no later than six months following the close of the Contractor's fiscal year.

F. To ensure proper delivery and receipt, the Contractor shall submit their annual audit report or financial reports (if no audit was required to):

Children, Youth and Families Department
Contract Audit Unit
1120 Paseo de Peralta, Room
103 Santa Fe, New Mexico
87501

G. The Agency may take corrective action as deemed necessary for Contractor's failure to comply with 19-A through 19-F above. Corrective action may include, but is not limited to, termination of agreement and preclusion from engaging Contractor in the future.

ARTICLE IX. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

The Contractor shall maintain complete confidential records for the benefit of clients, sufficient to fulfill the provisions of the Scope of Work, and to document the services rendered under the Scope of Work. All records maintained pursuant to this provision shall be available for inspection by the Agency. The Contractor shall comply with the Federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) and applicable regulations and all other state and federal rules, regulations and laws protecting the confidentiality of information. If the Contractor may reasonably be expected to have access to Agency's Protected Health Information (PHI) and will perform business associate functions as defined by HIPAA, Contractor shall execute the HIPAA/HITECH Business Associate Agreement as a separately executed mandatory agreement which is hereby incorporated by reference into and made part of this agreement. Failure to execute the HIPAA/HITECH Business Associate Agreement when required by the Agency shall constitute grounds for termination of this agreement in accordance with Article 4 (Termination) of this agreement.

ARTICLE X. Amendments

A. This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article VI herein, or to agree to the reduced funding.

ARTICLE XI. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

ARTICLE XII. Applicable Law

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in

accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

ARTICLE XIII. Acquisition of Property

The parties agree that neither party shall acquire any property as the result of this Agreement, unless approved by the Agency or defined in the scope of work.

ARTICLE XIV. Liability

Each party shall be solely responsible for fiscal or other sanctions occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of the Agreement. Each party shall be liable for its actions according to this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et. seq., NMSA 1978, as amended.

ARTICLE XV. Execution of Documents

The Agency and the Contractor agree to execute any document(s) necessary to implement the terms of this Agreement.

ARTICLE XVI. Sub-Contracts

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval by the Agency Secretary or Designee. No such subcontract shall relieve the primary Contractor from any obligations and liabilities under this Agreement, nor shall subcontract obligate direct payment from the Agency. Contractor must notify subcontractors that they are subject to Article VIII - Maintenance of Records of this agreement.

ARTICLE XVII. Equal Opportunity Compliance

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

ARTICLE XVIII. Workers' Compensation

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

ARTICLE XIX. Lobbying Certification

The Contractor, by signing below, certifies to the best of his/her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid by or on the behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been

paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit a Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance is placed when this transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. (United States Code). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

ARTICLE XX. New Mexico Employees Health Coverage
(Governmental entities are excluded from this provision)

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place, and agrees to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

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

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs.

ARTICLE XXI. Background Checks

Agency contractors that have or could have primary custody of children for at least twenty hours per week are required to comply with NMAC 8.8.3 et. seq. requiring background checks on any employee, staff, volunteer or student intern, that has direct care responsibilities or potential unsupervised physical access to clients. Additionally, all Information Technology (IT) contractors are required to have a background check. The contractor must submit to Agency Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers or staff required to have background checks. The Agency Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with NMAC 8.8.3 standards. An Agency eligibility letter must be in the employee, volunteer or staff member's personnel file prior to that individual having any unsupervised direct contact or unsupervised potential access to clients.

ARTICLE XXII. Product of Service -- Copyright.

A. All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the

Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

B. Client information developed under this agreement may not be used by the Contractor or be transferred to a third party in any form, including aggregate data, without the express written permission of the Agency, except to fulfill the provisions of the Scope of Work under this agreement.

ARTICLE XXIII. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

ARTICLE XXIV. Property

A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property acquired by the Contractor, including acquisition through lease-purchase agreement, for the cost of which the Contractor is to be reimbursed as a direct item of cost under this agreement shall immediately vest in the Agency upon delivery of such property to the Contractor. Title to other property, the costs of which is to be reimbursed to the Contractor under this agreement, shall immediately vest in the Agency upon 1) issuance for use of such property in the performance of this agreement or 2) use of such property in the performance of this agreement or 3) reimbursement of the cost thereof by the Agency, whichever first occurs.

B. Title to the Agency property shall not be affected or lose its identity by reason of affixation to any realty or attachment at law.

C. The Contractor shall maintain a property inventory and administer a program of maintenance, repair, and protection of Agency property so as to assure its full availability and usefulness for performance under this agreement. In the event the Contractor is indemnified, reimbursed, or otherwise compensated for any loss or destruction of, or damage to Agency property during the period of this agreement, it shall use the proceeds to repair or replace the Agency property.

ARTICLE XXV. Licensure

If required for the performance of the Scope of Work herein, the Contractor agrees to retain professional licensure, accreditation, credentialing or continuing education required to perform the scope of professional services provided for the Agency. The Contractor agrees to make evidence of licensure or other regulatory requirements for the scope of professional services available to the Agency if requested in writing.

ARTICLE XXVI. Federal Grant or Other Federally Funded Agreements.

A. Lobbying. The Contractor shall not use any funds provided under this agreement, either directly or indirectly, for the purpose of conducting lobbying activities or hiring a lobbyist or lobbyists on its behalf at the federal, state, or local government level, as defined in the Lobbyist

Regulation Act, NMSA 1978, Sections 2-11-1, *et. seq.*, and applicable federal law. No federal appropriated funds can be paid or will be paid, by or on behalf of the Contractor, or any person for influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal agreement, or the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal agreement, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any Department, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of any applicable federal agreement, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

B. **Suspension and Debarment.** For agreements that involve the expenditure of federal funds, each party represents that neither it, nor any of its management or any other employees or independent contractors who will have any involvement in the services or products supplied under this agreement, have been excluded from participation in any government healthcare program, debarred from or under any other federal program (including but not limited to debarment under the Generic Drug Enforcement Act), or convicted of any offense defined in 42 U.S.C. Section 1320a-7, and that it, its employees, and independent contractors are not otherwise ineligible for participation in federal healthcare or education programs. Further, each party represents that it is not aware of any such pending action(s) (including criminal actions) against it or its employees or independent contractors. Each party shall notify the other party immediately upon becoming aware of any pending or final action in any of these areas.

C. **Fiscal and Administrative Standards.** Contractors shall adhere to all local, state and federal regulations as applicable to their operations. For Agreements that involve the expenditure of federal funds, Contractors shall adhere to fiscal and administrative standards in accordance with:

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)
- <https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>
- State of New Mexico Manual of Model Accounting Practices (MAP's) issued by the New Mexico Department of Finance and Administration-Financial Control Division
- <http://www.nmdfa.state.nm.us/Manuals.aspx>
- The State of New Mexico State Auditor, State Audit Rule
- http://www.saonm.org/state_auditor_rule
- Title 2 CFR, Chapter 1, Part 170, Reporting Sub-award and Executive Compensation Information.
- Title 2 Grants and -Agreements Subtitle A Chapter II Part 200,
- FASB and AICPA Statements and Professional Pronouncements.
- U.S. General Accounting Office, Government Auditing Standards, (The Yellow Book, current revision).
- FASB and AICPA Statements and Professional Pronouncements.

D. **Political Activity.** No funds hereunder shall be used for any partisan political activity or

to further the election or defeat of any candidate for public office.

E. Grantor and Contractor Information.

1. If applicable, funding under this agreement is from the Catalog of Federal Domestic Assistance (CFDA) Program:

- i. CFDA Number –XXX_____. OR N/A
- ii. Program Title –XXX_____. OR N/A
- iii. AGENCY/OFFICE –XXX_____. OR N/A
- iv. GRANT NUMBER –XXX_____. OR N/A

2. CONTRACTOR’S Dun and Bradstreet Data Universal Numbering System Number (DUNS Number) is XXX_____. OR N/A

F. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) [Federal Grant funded projects only].

3. This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

4. The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

5. The Contractor shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold.

G. For agreements and subgrants that involve the expenditure of federal funds for amounts in excess of \$150,000, requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

H. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — For agreements that involve the expenditure of federal funds, Contractors that apply or bid for an agreement exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.

I. For agreements that involve the expenditure of federal funds, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA

guidelines.

IN WITNESS WHEREOF, the Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by Agency Secretary or Designee.

Contractor – Chaves County

Authorized Signatory

Date: _____

Printed Title of Authorized Signatory

Legal Counsel, Contractor

Date: _____

Agency – New Mexico Children, Youth and Families Department

Secretary or Designee, CYFD

Date: _____

Chief Financial Officer, CYFD

Date: _____

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD

Date: _____

Attachment 1 – Scope of Work
Chaves County

Goal:

To improve the Juvenile Justice System and decrease the incidences of juvenile delinquency in the community while increasing the emphasis on prevention and early intervention in juvenile justice services.

Objective:

To provide a continuum of cost effective services and temporary, non-secure alternatives to detention for youth who have been arrested or referred to the juvenile probation office or are at risk of such referral.

Activities:

The Contractor shall:

- A. Develop and maintain a juvenile justice advisory board, herein referred to as the “Community Advisory Board (CAB)”, as required by statute under the Juvenile Continuum Act and the New Mexico Administrative Code 8.14.13.7(E). The Contractor, through the Juvenile Justice Continuum Coordinator (refer to paragraph B), will organize and coordinate regular meetings of the CAB.

The CAB will:

- 1. Develop and improve the “Comprehensive Strategic Plan” for juvenile justice and detention reform in Chaves County to be updated a minimum of once per year;
 - 2. Set policy for the Comprehensive Strategic Plan and the activities supported under this Agreement;
 - 3. Determine the duties and responsibilities of the Juvenile Justice Continuum Coordinator, in accordance with the Scope of Work;
 - 4. Provide oversight for the programs/service identified in the Scope of Work;
 - 5. Continue to collaborate with the City and County to ensure improvements in the operational collaboration of local resources and service providers; and
 - 6. Maintain a plan for sustainability of the programs/services implemented by the CAB.
 - 7. Comply with, plan and implement strategies to address racial and ethnic disparities among youth who come into contact with the juvenile justice system, to assure equal treatment for all of the State’s youth; and
 - 8. Help jurisdictions through, Juvenile Detention Alternatives Initiative, establish more effective and efficient systems, so youth involved in the juvenile justice system will have opportunities to develop into healthy adults.
- B. Contract with or hire a Juvenile Justice Continuum Coordinator who will:
 - 1. Organize, coordinate and provide staff support for the CAB; this will include board development activities in conjunction with the CAB chair;

2. Inform the Agency's Program Manager of the date of each meeting and submit a copy of the written minutes of each meeting, within thirty (30) days of the meeting;
 3. Coordinate/oversee the programmatic delivery of subcontract requirements of local Continuum service providers;
 4. Submit to the Agency's Program Manager monthly requests for reimbursement. Such requests will be submitted on Agency Program Invoice and Expenditure Report forms, signed and sated by an authorized agent of the Contractor, to ensure that requests for reimbursement are submitted by the due date of the fifteenth (15) day of the following month, unless otherwise approved by the Agency's Program Manager, in advance;
 5. Provide data reports as required by the federal government, corresponding to the activities described in this Scope of Work. The Agency's Program Manager will provide the data report format. Programmatic data reports will be submitted monthly to the Agency and must accompany the monthly invoice. Failure to submit such programmatic data and financial reports may result in notice to the Contractor of non-availability of funds and/or the denial of payment by the Agency.
 6. Provide the Agency standardized progress reports monthly;
 7. Submit to the Agency a written "Final Report" no later than 15 days after the termination of this Agreement and such other reports deemed necessary by the Agency. The Final Report shall contain at a minimum, but not be restricted to:
 - a. accomplishments/milestones achieved during this Agreement period;
 - b. reporting on program specific performance measures and related outcomes;
 - c. statements regarding obstacles and progress made;
 - d. continuing development and improvement of the Comprehensive Strategic Plan for the continuum programs and services; and
 - e. provide plan for sustainability of programs/services.
 8. Attend meetings as required by the Agency.
- C. The Contractor, based upon their application for the Juvenile Justice Continuum Gant and Title II Formula, Grant, submitted for state fiscal year 2021, and incorporated herein by reference, agrees to contract with or hire to provide the following services as detailed in the aforementioned grant application which has been incorporated by reference, to youth, referred by the required partners or that are at risk of receiving such a referral, reimbursed based upon the fixed prices and number of youth to be served listed in Attachment 2 – Budget:
1. Alternative Education Program;
 2. Court Youth Advocacy Program;
 3. Gender Specific; and
 4. Middle School After School Program.

Duties and Responsibilities:

The Contractor shall:

- A. Ensure that the CAB meets all goals and objectives and completes activities as specified in this contract and in compliance with all applicable state and federal laws.

- B. The Contractor agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for program activities.
- C. The Contractor understands that the Agency reserves the right to conduct periodic on-site monitoring visits upon reasonable notice to the Contractor and sub-contractors prior to each visit.
- D. The Contractor understands that it will be subject to additional financial and programmatic on-site monitoring, which may be on short notice, and agrees that it will cooperate with any such monitoring.
- E. Attend meetings and trainings as required by the Agency.
- F. Provide copies of the CAB's meeting minutes within thirty (30) days of the meeting.
- G. The Contractor agrees to demonstrate an emphasis on effective, evidence-based strategies.
- H. Ensure that all programs must commence and be operational within ninety (90) days of the last signatory executing this Agreement. If the Contractor's program has not commenced or is not operational within that timeframe, the Contractor must report in writing to the Agency the steps taken to initiate the program, the reasons for the delay, and the expected starting date prior to the end of the ninety (90) days. If this justification is not received prior to the end of the ninety (90) days, the Contractor's program, at the Agency's discretion, may be terminated and the funds allocated to that program redistributed to other sites or programs.
- I. Submit reimbursement invoices to the Agency no later than fifteen (15) days after the end of each month. At a minimum, invoice documentation must include:
 - 1. The approved Agency's Program Invoice and Expenditure Report forms; and
 - 2. Any supporting documentation the Agency requires to verify the expense. This includes, but is not limited to invoices, receipts, time sheets, payroll registers, general ledger account reports, and proof of payment.
- J. Submit monthly programmatic data reports no later than fifteen (15) days after the end of each month. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.
- K. Submit a final closeout report outlining all accomplishments, measurement of goals and objectives, and barriers to successful implementation or completion of this program within fifteen (15) days of the termination date of this Agreement. The submission of all reports are to be in the Agency provided form and format and is unacceptable in any other formats or hand written.

- L. The Contractor agrees to comply with any and all additional reporting requirements or informational requests imposed by the Agency, Department of Justice, Office of Justice Programs, or the New Mexico Legislature. The Agency will notify the Contractor of any additional reporting requirements as they are imposed.
- M. Through the Budget Adjustment Request (BAR) form, submit to the Agency any amendments by the Contractor to request changes and/or corrections for any programmatic, administrative, or financial element associated with this Agreement. The Agency, by written notice, has the right to deny any amendment request. All final BAR forms must be submitted to the Agency no later than forty-five (45) days prior to the end of the fiscal year. Requests submitted after that date may not be accepted or approved. Upon BAR approval the line items in Attachment 2-Budget will be updated. A contract amendment will be processed in the event that the total compensation is increased or decreased.
- N. Communication and details concerning this Agreement shall be directed to the following representative:

<u>Agency</u>	<u>Contractor</u>
Consuelo Garcia	Stanton Riggs
Grant Management Unit Grant Manager	County Manager
Children, Youth and Families Department	Chaves County
P.O. Drawer 5160, Room 541	PO Box 1597
Santa Fe, NM 87502	Roswell, NM 88203
(P) 505-470-7494	(P) (575) 624-6637

- O. The Contractor's obligation to the Agency shall not end until all close out requirements are completed. Activities during this period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances, and accounts receivable to the Agency), performance measurement reports and determining the custodianship of records.
- P. The Contractor shall obtain written approval from the Agency for any travel outside the State of New Mexico with funds provided under this Agreement. Per Diem and mileage, and other miscellaneous expense, will be paid in accordance with the Department of Finance and Administration (DFA) Rule 2.42.2 NMAC. The request will be in the Agency provided form and format.
- Q. The Contractor will include all applicable provisions of this Agreement in every sub-contract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own sub-contractors.
- R. The Contractor, as well as all sub-contractors, is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

- S. The Contractor agrees to comply with applicable restrictions on sub-contracts that do not acquire and provide a Data Universal Numbering System (DUNS) number. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
- T. The Contractor agrees that award funds may not be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

This restriction does not apply to the use of funds for any federal, state, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. Any such activity funded under this Agreement must be reported to the Agency immediately.

- U. The Contractor is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this contract, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers, as pursuant to Executive Order 13513. "Federal Leadership on Reducing Text Messaging While Driving", 74 Fed. Reg. 51225 (October 1, 2009).
- V. The Contractor understand and agrees that any training or training materials developed or delivered with funding provided under this contract must adhere to the Office of Justice Programs Training Guiding Principles for Grantee and Sub-grantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- W. Mandatory Reporting Information: Under New Mexico law, all persons are mandatory reporters of suspected abuse or neglect of children. If the contractor suspects abuse or neglect in the audited facilities, the contractor must contact the New Mexico Statewide Central Intake Hotline (SCI) at 1-855-333-SAFE or #SAFE from a cellphone.

The Agency shall:

- A. Reimburse Contractor for verified services provided and incurred costs as stated in Attachment 2 – Budget.
- B. Provide information and/or make referrals for training and technical assistance.
- C. Based on periodic program and fiscal reviews, the Agency retains the sole discretion to reduce the budget of Contractors who do not provide sufficient services, do not submit the required programmatic and financial reports as required, or do not expend funds under this Agreement in a timely manner. The Agency retains the sole discretion to reduce contract amount and reallocate the resulting funds to a Contractor that is able to provide the required services during the contract period. Additionally, any funds not used per the budget as stated in Attachment 2 – Budget shall revert unless otherwise allowed by the Agency in writing.

- D. The Agency will review:
1. Sub-contracts and programs for accomplishment of Outcomes and Performance Measures as set forth in this Agreement.
 2. The Community Advisory Board activities and member participation in periodic meetings of the CAB, including minutes of each Board meeting to be provided to the Agency.
 3. Any additional funding received by the Contractor for the specific activities and programs included in this Agreement, including efforts by the Contractor to sustain and enhance funding for these programs. The Agency also retains the sole discretion to adjust amounts received under this Agreement if funds are received by the Contractor from other sources for the same services and activities to be performed under this Agreement.

Data Collection:

As a condition of funding, the Contractor agrees to report, at minimum, the following demographics, core measures and performance measurements.

Demographics:

- A. City, State and Zip Code for each youth served;
- B. Race/Ethnicity;
- C. Population Served:
 1. At-Risk Youth;
 2. First Time Offender;
 3. Repeat Offender;
 4. Sex Offender;
 5. Status Offender; and
 6. Violent Offender.
- D. Youth Currently in Detention;
- E. Gender:
 1. Male;
 2. Female; or
 3. Transgender.
- F. Month and Year of Birth;
- G. Geographic Location:
 1. Urban;
 2. Tribal;
 3. Rural; or
 4. Frontier.
- H. Other Population Information:
 1. Mental Health;
 2. Substance Abuse;
 3. Truant/Dropout; or
 4. Pregnant.

Core Measures:

- A. New youth admissions during this reporting period;
- B. Number of program youth carried over from previous reporting period;
- C. Total number of youth in the program;
- D. Total number of youth who exited the program during the reporting period;
- E. Number of youth who exited the program having completed the program requirements during the reporting period;
- F. Percent of youth who successfully completed the program;
- G. How many youth is your program designed to serve;
- H. Number of current program youth who had an arrest during the reporting period;
- I. Number of current program youth who were committed to a juvenile facility during the reporting period;
- J. Number of program youth who had a re-arrest during the reporting period;
- K. Number of program youth who were re-committed during the reporting period;
- L. Number of program youth who were re-sentenced/received a subsequent consequence during the reporting period;
- M. Number of program youth with gang activity; and
- N. Number of program youth who reported being satisfied with the program.

Program Specific Performance Measures:

- A. Alternate Education Program:
 - 1. Improvement on Academic Achievement/School Performance;
 - 2. Improve Attendance/truancy; and
 - 3. Improve Graduation Rates.
- B. Court Advocacy Program:
 - 1. Improvement of home and school life;
 - 2. Improvement in social behavior; and
 - 3. Reduced recidivism.
- C. Gender Specific:
 - 1. Avoiding Self-Harm;
 - 2. Positive Body Image; and
 - 3. Communicating Needs to Adults.
- D. Middle School After School Program - Outcomes measured by WhyTry pre/post survey:
 - 1. Increase in knowledge of the WhyTry curriculum including decision making skills, locus of control, resistance to peer pressure, positive self-concept, self-control, and access to support systems;
 - 2. Improved academic performance; and
 - 3. Improved behavior.

Local Site-Specific Performance Measures:

- A. Alternate Education Program:

1. Daily grades; and
 2. Attendance.
- B. Court Advocacy Program:**
1. Successful completion of program.
- C. Gender Specific:**
1. Pre and post test will identify areas of success and areas needing improvement.
- D. Middle School After School Program:**
1. Youth will see similarities between situations that happen during the group activities and experiences and situations that occur in other aspects of their lives; and
 2. Youth will be able to identify opportunities and to apply this new knowledge and motivation to benefit themselves and others.

**Attachment 2 – Budget
Chaves County**

A. <u>Continuum and Board Activities:</u>			
Continuum Coordinator	\$22	x 1375 Hours	= \$33,990
Travel			= 946
Youth Committee Members			= 300
5% Program Support			= <u>8,556</u>
			\$43,792
B. <u>Alternative Education Program:</u>			
Based on serving 100 Youth Learning Lab			
	\$200	x 180 Days	= <u>\$36,000</u>
C. <u>Court Youth Advocacy Program:</u>			
Based on serving 200 Youth			
Assessment	\$65	x 200 Youth	= \$13,000
Case Management	\$40	x 300 Hours	= 12,000
Court Hearings	\$40	x 200 Hours	= 8,000
Jail/Home Visits	\$40	x 200 Visits	= 8,000
Final Client Report	\$75	x 200 Youth	= <u>15,000</u>
			\$56,000
D. <u>Gender Specific:</u>			
Based on serving 60 Youth			
Girls Circle	165	x 48 Circles	= \$7,920
Boys Council	165	x 48 Sessions	= <u>7,920</u>
			\$15,840
E. <u>Middle School After School Program:</u>			
Based on serving 100 Youth			
Middle School Program	\$165	x 170 Sessions	= <u>\$28,050</u>
Total Grant Award not to exceed:			<u>\$179,682</u>

The Contractor shall be required to source a minimum of forty-percent (40%) of the total budgeted grant amount with local matching funds. The local matching funds may consist of money, land, equipment or in-kind services. Matching funds should be expended at the same rate as the grant funds and must be reported on the monthly invoices.

Budgeted and contracted Grant Amount	\$179,682
40% Minimum Match Liability for Chaves County	<u>\$71,873</u>
Projected Budgeted Amount	\$251,555

*Per Diem and Mileage rates based upon the Administration (DFA) Rule 2.42.2.

FUNDING INFORMATION:

Juvenile Continuum Grant Fund (State General Fund)

FOR THE PERIOD OF FY21: July 1, 2020 through June 30, 2021:

The total amount of the contract for FY21 shall not exceed \$179,682.00

State General Fund: FY21:	<u>\$179,682.00</u>
State General Fund: FY22:	<u>\$179,682.00</u>
State General Fund: FY23:	<u>\$179,682.00</u>
State General Fund: FY24:	<u>\$179,682.00</u>
Total =	<u>\$718,728.00</u>

AGENDA ITEM: 3

Agreement A-20-013 between Chaves County
and the State of New Mexico, DFA/Local
Government Division for DWI Local Grant FY
20/21

MEETING DATE: 06/18/2020

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested: Approval of Agreement A-20-013

Item Summary:

Chaves County DWI program was awarded \$50,000.00 in Local DWI grant funds for Fiscal Year 2020-2021. This funding will be utilized to fund a Full-time Treatment Provider.

The term of the Agreement will start on July 1, 2020 and will extend to June 30, 2021.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-20-013

Summary by: Lucia Serrano

Title: DWI Coordinator

A-20-013

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

DWI GRANT AGREEMENT
Program No. 21-D-G-03

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

WITNESSETH:

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

WHEREAS, on April 28, 2020, the DWI Grant Council awarded the Grantee \$50,000.00 to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

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

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective **July 1, 2020** and will terminate on **June 30, 2021**.
- B. The General Appropriation Act of 2020, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2020, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2021 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

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

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 30, 2020**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 30, 2020**, **January 29, 2021**, and **April 30, 2021** for review and comment.

C. Final Report

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

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

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than July 9, 2021.

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than July 30, 2021.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

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

ARTICLE V - MODIFICATION AND TERMINATION

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

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

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

ARTICLE VI - CERTIFICATION

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

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

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

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

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

ARTICLE VII - RETENTION OF RECORDS

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

ARTICLE VIII - REPRESENTATIVES

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

Name: Lucia Serrano
Title: Coordinator
Address: #1 St. Mary's Place
Roswell, NM 88203

Phone: (575) 624-6637
Email: lserrano@co.chaves.nm.us

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

Name: Julie Krupcale
Title: DWI Bureau Chief
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 827-4951
Email: Julie.krupcale@state.nm.us

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Twenty-Four Thousand Dollars and No Cents (\$24,000.00) (48%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 31, 2020**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 31, 2020**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to the Division for its review and comment.
- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol by July 31, 2020**, for review and comment.

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

- F. The Grantee shall submit **LDWI Planning Council by-laws by July 31, 2020.**
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

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

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

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

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

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

CHAVES COUNTY

By: _____ Date _____
Authorized Signatory

(Type or Print Name)

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

By: _____ Date _____
Donnie Quintana, Director

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Chaves County

Grant No.: 21-D-G-03

Grant Amount: \$50,000.00

Grantee will provide DWI program activities in the following areas:

1. Screening:

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

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

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

2. Treatment: Outpatient/Jail based

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

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

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

The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

3. Compliance Monitoring/Tracking:

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

AGENDA ITEM: 4

A. Agreement A-20-014 between Chaves County and Character Counts

B. Agreement A-20-015 between Chaves County and The Every Fifteen Minute Program

C. Agreement A-20-016 between Chaves County and C.A.S.A

D. Agreement A-20-017 between Chaves County and ASPEN of New Mexico

MEETING DATE: 06/18/2020

STAFF SUMMARY REPORT

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested:

- A. Approval of Agreement A-20-014
- B. Approval of Agreement A-20-015
- C. Approval of Agreement A-20-016
- D. Approval of Agreement A-20-017

Item Summary:

Chaves County DWI Program was awarded an estimate funding of \$466,675.00 under the LDWI Distribution and Competitive Grant for FY 21. The subcontracts that are currently in place in FY 20, will be renewed through an MOU to provide various DWI Programs. The subcontract agreements listed will provide new DWI related Programs to the community of Chaves County.

The term of Subcontract agreements provided will extend from July 1st, 2020 through June 30th, 2021.

Staff recommends approval for subcontracts.

SUPPORT DOCUMENTS:

- A. Approval of Agreement A-20-014
- B. Approval of Agreement A-20-015
- C. Approval of Agreement A-20-016
- D. Approval of Agreement A-20-017

Summary by: Lucia Serrano
Title: DWI Coordinator

AGREEMENT A-20-014
BETWEEN CHAVES COUNTY AND CHARACTER COUNTS
FOR PROJECT GRADUATION CELEBRATION

THIS AGREEMENT is made and entered into this 18th day of June, 2020, by and between Chaves County, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County", and Character Counts of Chaves County, a non-profit corporation, hereinafter referred to as "Contractor".

WHEREAS, Chaves County was awarded \$466,675.00 for Fiscal Year 2020-2021 in LDWI Funds;

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

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for the Project Graduation Celebration, an alcohol, drug and violence free high school graduation activity.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

- A. The Contractor, or its agent, shall plan, organize and execute a Project Graduation Celebration at Roswell High School, Goddard High School and University High School to be implemented during the month of May.
- B. The Contractor shall be in close coordination with Chaves County Certified Prevention Specialist and Prevention Educator to assure all the activities and components of Project Graduation are appropriate and conducive to curtailing substance and alcohol use.
- C. The Contractor shall work with the Chaves County Prevention Specialist in developing, administering, and collecting from all participants a short 4-5 question post satisfaction survey.

Prevention Specialist will assist in producing post question satisfaction survey when needed. Results must be sent to the Chaves County Certified Prevention Specialist and Prevention Educator.

- E. Contractor shall ensure that any activities carried out in accordance with this agreement follow all current Public Health Orders and corresponding COVID safe practices.

2. Compensation:

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

3. Term.

Services will commence on July 1, 2020. This Agreement shall terminate on June 30, 2021, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Insurance.

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

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

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

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

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

9. Subcontracting.

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

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. Merger.

This Agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter

hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

17. Notice.

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

18. Equal Opportunity Compliance.

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

19. Indemnification.

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

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

William E Cavin, Chairman

Date: _____

CHARACTER COUNTS

Contractor

Date: _____

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

CRS ID Number: _____

**AGREEMENT A-20-015
BETWEEN CHAVES COUNTY AND
THE EVERY FIFTEEN MINUTES PROGRAM**

THIS AGREEMENT is made and entered into this 18th day of June 2020 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and the Every Fifteen Minutes Program, a non-profit corporation, hereinafter referred to as "Contractor."

WHEREAS, Chaves County was awarded \$466,675.00 for Fiscal Year 2020-2021 in LDWI Funds;

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

WHEREAS, the County desires to utilize the expertise of the Contractor to provide the evidence-based DWI Prevention Program called Shattered Dreams.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

- A. The Contractor, or its agent, shall plan, organize and execute the evidence-based program called Shattered Dreams.
- B. Contractor shall be in close coordination with the DWI Prevention Educator and DWI Certified Prevention Specialist.
- C. Contractor shall strictly adhere to the Evidence-based Model of the Shattered Dreams program.
- D. Contractor will conduct pre and post evaluations that will be incorporated into a monthly summary report to be utilized by the Chaves County DWI Program as well as to demonstrate the effectiveness of program.
- E. Contractor shall ensure that any activities carried out in accordance with this agreement follow all current Public Health Orders and corresponding COVID safe practices.

2. Compensation:

- A. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Five Thousand Dollars (\$5,000.00) inclusive of

New Mexico Gross Receipt Tax.

- B. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
- C. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.
- E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2020. This Agreement shall terminate on June 30, 2021, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Insurance.

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

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

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

9. Subcontracting.

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

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. Merger.

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

17. Notice.

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

18. Equal Opportunity Compliance.

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

19. Indemnification.

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

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

William E Cavin, Chairman

Date: _____

EVERY FIFTEEN MINUTES PROGRAM

Contractor

Date: _____

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

CRS ID Number: _____

**AGREEMENT A-20-016
BETWEEN CHAVES COUNTY AND C.A.S.A.
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 18th day of June 2020 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and Chaves County C.A.S.A. (Court Appointed Special Advocate), hereinafter referred to as "Contractor."

WHEREAS, Chaves County was awarded \$466,675.00 for Fiscal Year 2020-2021 in LDWI Funds;

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

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

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

- A. Contractor will provide an Evidence-based parenting course program called "Alcohol and Kids Don't Mix".
- B. Contractor will provide a minimum of 5 sessions. Each session will provide 5-one hour and a half group lessons within the fiscal year.
- C. Contractor will conduct pre and post evaluations that will be incorporated into a monthly summary report to be utilized by the Chaves County DWI Program as well as to demonstrate the effectiveness of program.
- D. Participate in all the DWI Planning Council activities/meetings.
- E. Contractor shall ensure that any activities carried out in accordance with this agreement follow all current Public Health Orders and corresponding COVID safe practices.
- F. Shall submit the following documents to get reimbursed for services by no later than the 5th of each month:

- a. Invoice
- b. Justification of invoice to include demographics of clients attending program.

2. Compensation:

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

3. Term.

Services will commence on July 1, 2020. This Agreement shall terminate on June 30, 2021, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

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

COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

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

6. Status of Contractor.

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

7. Insurance.

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

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

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the County.

9. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed

under this agreement without the prior written approval of the County.

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. Merger.

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

17. Notice.

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

18. Equal Opportunity Compliance.

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

19. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any person(s) or property, to defend, indemnify, hold harmless or release the County, its officials and employees from actions, claims, damages, disabilities or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of the contractor, its

employees or agents in the performance of the agreement by the Contractor hereunder, excluding liability due to willful misconduct or negligent acts of the County or its employees. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage.

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

William E Cavin, Chairman

Date: _____

C.A.S.A.

Contractor

Date: _____

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

CRS ID Number: _____

**AGREEMENT A-20-017
BETWEEN CHAVES COUNTY AND ASPEN OF
NEW MEXICO FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this 18th day of June 2020 by and between the County of Chaves, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and ASPEN of New Mexico, hereinafter referred to as "Contractor."

WHEREAS, Chaves County was awarded \$466,675.00 for Fiscal Year 2020-2021 in LDWI Funds;

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

WHEREAS, the County desires to utilize the expertise of the Contractor to provide an alternative sentencing program called ASPEN of New Mexico to Chaves County

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

- A. Contractor shall provide an alternative sentencing program called ASPEN of New Mexico to Court Ordered DWI offenders.
- B. Contractor will conduct pre and post evaluations that will be incorporated into a monthly summary report to be utilized by the Chaves County DWI Program as well as to demonstrate the effectiveness of program.
- C. The Contractor shall submit a monthly report to the Chaves County DWI Grant Program Coordinator documenting program activities, number of clients. The report will include the following certification: "I certify that the information submitted is true and correct to the best of my ability."
- D. Monthly invoice will be submitted to DWI Coordinator by no later than the 5th of every month along with monthly report.
- E. Participate in the all DWI Planning Council activities/meetings.
- F. Contractor shall ensure that any activities carried out in accordance with this agreement follow all current Public Health Orders and corresponding COVID safe practices.

2. Compensation:

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

3. Term.

Services will commence on July 1, 2020. This Agreement shall terminate on June 30, 2021, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE

AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

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

6. Status of Contractor.

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

7. Insurance.

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

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

8. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without

the prior written approval of the County.

9. Subcontracting.

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

10. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

Contractor's acceptance of final payment of the amount due under this Agreement shall operate as a release of the County, its elected officials, officers and employees of the County and the state of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the County or the State of New Mexico unless the Contractor has express written authority to do so, and then only within strict limits of that authority.

12. Confidentiality.

- A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.
- B. The Contractor agrees that it shall be solely liable for its failure to meet and comply with all applicable state and federal laws and regulations and licensure requirements governing and pertaining to them, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant the Health Insurance Portability and Accountability Act of 1996."

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Nothing produced, in whole or in part,

by the Contractor under this agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

14. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18 NMSA 1978, regarding contracting with a public officer or state employee have been followed.

15. Amendment.

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

16. Merger.

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

17. Notice.

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

18. Equal Opportunity Compliance.

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

19. Indemnification.

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

20. Applicable Law.

This Agreement shall be governed by the laws of the State of New Mexico.

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

William E. Cavin, Chairman

Date: _____

ASPEN OF NEW MEXICO

Contractor

Date: _____

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

CRS ID Number: _____

Item # 5

Lease (with option to buy) for (1) 2020
Volvo L90H Wheel Loader

Meeting Date: 06/18/2020

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: Approval

SUMMARY:

Chaves County Road Department is requesting to lease a new Wheel Loader. Money has been approved in the 20-21 Fiscal Budget.

Contract is with Sierra Machinery
Monthly lease payment of \$1,647.40

Staff recommends approval.

SUPPORT DOCUMENTS: None

Submitted by: Sandra Rodriguez

Title: Purchasing Director

AGENDA ITEM: 6

Resolution R-20-018-Accepting 2020/2021
NMDOT LGRF County Arterial Program
NMDOT Contract L200504

MEETING DATE: June 18, 2020

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, Public Services Director

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Local Government Road Fund (LGRF) offer from the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on approximately 57.66 miles of County Roads. The roads proposed for this project have not been resurfaced for 6 to 8 years. The work will be cost shared as follows:

NMDOT	\$245,479.00
Chaves County	<u>\$81,826.00</u>
Total Project	\$327,305.00

NMDOT has created the cooperative agreement which requires the Chairman's signature.

Staff recommends approval of Resolution R-20-018

SUPPORT DOCUMENTS: Resolution R-20-018

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-20-018

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

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

WHEREAS, the total cost of the project will be \$327,305.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$245,479.00; and
- b. Chaves County's proportional matching share shall be 25% or \$81,826.00

TOTAL PROJECT COST IS \$327,305.00

Chaves County shall pay all costs, which exceed the total amount of \$245,479.00

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

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

This agreement terminates on December 31, 2021 and Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter into Cooperative Agreement Control Number L200504 with the New Mexico Department of Transportation for LGRF Project for the year 2020 - 2021 to plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, on these county roads within the control of Chaves County, New Mexico.

The routes and termini are as follows:

Hagerman Cut Off: NM 249 S. to Eddy County Line, Dusty Miller Rd: N. Sycamore Rd to Eisenhower Rd, E. 19th St: Fowler Rd to Red Bridge Rd, E. Grand Plains Rd: NM 253 to Oasis Rd., E. Pine Lodge Rd: Old Clovis Hwy to Bitter Lakes Refuge, Eisenhower Rd. N: N. from Pine Lodge Rd, Fowler Rd: E. College St to E. 19th St, Ponderosa Rd: US 380 N. to US 70. Red Bridge Rd. N: US 380 N. to Pine Lodge Rd, W. Berrendo Rd: N. Montana St to Peaceful Valley Rd, Wichita Rd: Bottomless Lakes S. to Ojibwa Rd, Peaceful Valley Rd: W. Berrendo Rd to Country Club Rd, Eisenhower Rd S.: Bland St to Brasher Rd, McGaffey St: Roswell Limits to Relief Route.

Total Miles: 57.66

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JUNE, 2020.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

ATTEST:

Dara Dana, Member

T. Calder Ezzell Jr., Member

Dave Kunko
County Clerk

Robert Corn, Member

AGENDA ITEM: 7

Resolution R-20-019-Adopting 2020/2021
NMDOT LGRF Cooperative Program
NMDOT Contract L200489

MEETING DATE: June 18, 2020

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, Public Services Director

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Local Government Road Fund (LGRF) offer from the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on approximately 30.40 miles of County Roads. The roads proposed for this project have not been resurfaced for 6 to 8 years. The work will be cost shared as follows:

NMDOT	\$ 92,790.00
Chaves County	<u>\$ 30,930.00</u>
Total Project	\$123,720.00

NMDOT has created the cooperative agreement which requires the Chairman's signature.

Staff recommends approval of Resolution R-20-019

SUPPORT DOCUMENTS: Resolution R-20-019

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-20-019

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

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

WHEREAS, the total cost of the project will be \$123,720.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$92,790.00; and
- b. Chaves County's proportional matching share shall be 25% or \$30,930.00

TOTAL PROJECT COST IS \$123,720.00

Chaves County shall pay all costs, which exceed the total amount of \$92,790.00

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

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

This agreement terminates on December 31, 2021 and Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter into Cooperative Agreement Control Number L200489 with the New Mexico Department of Transportation for LGRF Project for the year 2020 - 2021 to plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, on these county roads within the control of Chaves County, New Mexico.

The routes and termini are as follows:

Alabama Rd: NM 256 S. to End, Baker Rd: Woodbine Way to E. Grand Plains Rd, Bam Rd: Floyd Rd to Lou Rd, Brasher Rd, E.: NM 254 to NM 261, Burns Rd: US 285 to Lou Rd, Calumet Rd: E. Berrrendo Rd to Isler Rd, Carson City Rd: Honolulu Rd to Nashville Rd, Fisk Rd: Orchard Park Rd to End, Floyd Rd: US 285 to Bam Rd, Honolulu Rd: Y-O Rd to Orchard Park Rd, Huskey Rd: Roswell Limits W. to End, Ken Rd: US 285 to Bam Rd, La Joya Rd: E. Berrendo Rd to E. Pine Lodge Rd, Lou Rd: Burns Rd to Bam Rd, Menominee Rd: E. Grand Plains Rd to Hobson Rd, Mescalero Rd, E: N. Atkinson E. To End, Mescalero Rd, E: LaJara Rd to Yeso Rd, Nashville Rd: Y-O Rd S. to End, Oasis Dr: Woodbine Way to E. Grand Plains Rd, Old Chisum Trail: E. Darby to End, Onyx Rd: S. Eisenhower Rd E. to

End, Pawhatten Rd: Cedarvale Rd to Woodbine Way, Phoenix Rd: No Name Rd to Houma Rd, Portales Rd: N. Atkinson Rd to Clayton Rd, Portales Rd: Calumet Rd W. to End, Railroad Ln: E. Berrendo Rd to E. Pine Lodge Rd, Richmond Rd: Honolulu Rd to Nashville Rd, Seminole Rd: US 380 S. to NM 261, Sena Rd: E. 19th N. to End, Spring River Rd: NM 254 to NM 261, Vineyard Rd: E. Darby to Vista Largo Rd, Vista Largo Rd: Vineyard Rd E. to End, Whitney Lane: E. Grand Plains Rd N. to End, Woodbine Way: Pawhatten Rd to Oasis Dr, Yeso Rd: E. Mescalero Rd to McPherson Rd.

TOTAL MILES: 30.40

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JUNE, 2020.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

Dara Dana, Member

T. Calder Ezzell Jr., Member

Robert Corn, Member

ATTEST:

Dave Kunko
County Clerk

AGENDA ITEM: 8

Resolution R-20-020-Accepting 2020/2021
NMDOT LGRF School Bus Program
NMDOT Contract L200510

MEETING DATE: June 18, 2020

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, Public Services Director

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Local Government Road Fund (LGRF) offer from the New Mexico Department of Transportation (NMDOT) is for a single penetration chip seal on approximately 20.58 miles of County Roads. The roads proposed for this project have not been resurfaced for 6 to 8 years. The work will be cost shared as follows:

NMDOT	\$116,333.00
Chaves County	<u>\$ 38,778.00</u>
Total Project	\$155,111.00

NMDOT has created the cooperative agreement which requires the Chairman's signature.

Staff recommends approval of Resolution R-20-020

SUPPORT DOCUMENTS: Resolution R-20-020

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-20-020

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

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

WHEREAS, the total cost of the project will be \$155,111.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$116,333.00; and
- b. Chaves County's proportional matching share shall be 25% or \$38,778.00

TOTAL PROJECT COST IS \$155,111.00

Chaves County shall pay all costs, which exceed the total amount of \$116,333.00

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

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

This agreement terminates on December 31, 2021 and Chaves County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE BE FURTHER RESOLVED by Chaves County to enter into Cooperative Agreement Control Number L200510 with the New Mexico Department of Transportation for LGRF Project for the year 2020 - 2021 to plan, design, construction, reconstruction, pavement rehabilitation/improvements, blading and shaping, drainage improvements, on these county roads within the control of Chaves County, New Mexico.

The routes and termini are as follows:

27th Ave: Nevada St to Aspen St, Acacia Rd: W. Pine Lodge Rd N. to End, Ada Rd: Brown Rd E. to End, Aspen Ave, N: W. Country Club Rd to W. Mescalero Rd, Atoka Rd: Brown Rd E. to End, Blue Mountain Rd: N. Montana Ave E. to Roswell Limits, Bonham Lane: N. Brown Rd to Haley Circle, Brandon Ave: N. Sycamore Ave to N. Aspen Ave, Briggs Rd: E. from N. Atkinson Ave, Carolina Way: N. Sycamore Ave to Nevada Ave, Cedarvale Rd: NM 251 to Pawhatten Rd, Charleston Rd, W: Brown Rd to Old Hondo Channel, Clayton Rd: Isler Rd to Portales Rd, Crow Rd: NM 2 W. to End, Eagles Nest Rd: E. Darby Rd S. to End, Gallina Rd: US 285 to Old Clovis Hwy, Georgia Rd: McGaffey St to W. Bland St, Gramma Rd: Sacaton Rd to Tamarack Rd, Haley Circle: Bonham Lane to Bonham Lane, Isler Rd: Old Clovis Hwy E. to End, Ladrones Rd: US 285 E. to Old Clovis Hwy, Margaret Woolridge Rd: W. McGaffey St to W. 2nd St, Membres Rd: N.

Atkinson St E. to End, Mescalero Rd, W: N. Sycamore E. to Roswell Limits, Michigan St: Pine Lodge Rd N. to End, Montana Ave, N: W. Berrendo Rd N. to End, Nevada Ave: Country Club Rd to Mescalero Rd, Sacaton Rd: US 285 E. to End, Spruce St: W. Country Club Rd to 27th St, Townsend Trail: Brown Rd to Brown Rd, Walker Rd: N. Atkinson E. to End, Wiggins Rd: Old Clovis Hwy to N. Atkinson Ave.

TOTAL MILES: 20.58

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JUNE, 2020.

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

ATTEST:

Dara Dana, Member

T. Calder Ezzell Jr., Member

Dave Kunko
County Clerk

Robert Corn, Member

AGENDA ITEM: 9

Resolution R-20-021

MEETING DATE: June 18, 2020

Deletion of property &
proposed disposition

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Lucia Serrano

ACTION REQUESTED:

Approval of Resolution R-20-021

ITEM SUMMARY:

Your approval of this resolution will allow staff to remove the attached inventory.

Exhibit 'A' has the assets listed.

Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-20-021

SUMMARY BY: Lucia Serrano

TITLE: Continuum/DWI Coordinator

RESOLUTION R-20-021

DELETION OF PROPERTY AND PROPOSED DISPOSITION

At a regular meeting of the Board of Chaves County Commissioners held on June 18, 2020 the following was among the proceedings:

WHEREAS, the property on the attached list has been declared obsolete, deleted, missing or beyond repair; and,

WHEREAS, the items listed in exhibit 'A' will be auctioned, deleted, or donated; and

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

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

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

Done at Roswell, New Mexico, this 18th Day of June 2020.

**BOARD OF CHAVES COUNTY
COMMISSIONERS**

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

Dara Dana, Member

T. Calder Ezzell Jr, Member

Robert Corn, Member

ATTEST:

Dave Kunko
County Clerk

Exhibit A

Asset ID	Description	Primary Location
Department: 999 - CC Auction		
000174	R-20-021 TAPE RECORDERPORTABLE TAPE RECORDERCM Open Area; inside asset #006776	PUBLIC WRK
003582	R-20-021 VEHICLE 1999 DODGE 1/2TON PUUNIT 124VIN# 1B7HC16Y8XS242756G 40646	ROAD
003598	R-20-021 VEHICLE 1999 DODGE 1/2TONUNIT 102VIN# 187HC16Y1XS242758G 41098	ROAD
005771	R-20-021 ERASABLE BOARDWOOD FRAME AND WOOD DOORSCONFERENCE ROOM	P&Z
007638	R-20-021 RADIOHT 1250 VHF HANDHELD RADIOFROM CITY OF ROSWELL	RF FD
007639	R-20-021RADIOHT 1250 VHF HANDHELD RADIOFROM CITY OF ROSWELL	RF FD
007640	R-20-021 RADIOHT 1250 VHF HANDHELD RADIOFROM CITY OF ROSWELL	RF FD
007641	R-20-021 RADIOHT 1250 VHF HANDHELD RADIOFROM CITY OF ROSWELL	RF FD
007642	R-20-021 RADIOHT 1250 VHF MOTOROLA HANDHELD RADIOFROM CITY OF ROSWELL	RF FD
007643	R-20-021 RADIOHT 1250VHF MOTOROLA HANDHELD RADIOFROM CITY OF ROSWELL	RF FD
010113	R-20-021 CAMERACANON SPEEDLITE 580 EX2/W 700DX PROTRIPOD/3WAY PAN/TILT QUANTUM TURBO BATTE	F&E Servc.
010268	R-20-021 CALCULATOR2 CLR PRINTING & ROLLER PAPER	F&E Servc.
010553	R-20-021 COMPUTERLAPTOP	PFD
010825	R-20-021 RADIOHT1250 W/CHARGER, CARRYING CASE AND BATT	RF FD
010826	R-20-021 RADIOHT 1250 W/CHARGER, CARRYING CASE & BATTE	RF FD
010827	R-20-021 RADIOHT 1250 W/CHARGER, CARRYING CASE & BATTE	RF FD
010828	R-20-021 RADIOHT 1250 W/CHARGER, CARRYING CASE & BATTE	RF FD
010829	R-20-021 RADIOHT1250 W/CHARGER, CARRYING CASE AND BATT	RF FD
011291	R-20-021 CONSOLE FOR FIRE SIDE IN DISPATCH CENTER	F&E Servc.
011292	R-20-021 CONSOLE FOR FIRE SIDE IN DISPATCH CENTER	F&E Servc.
011592	R-20-021 Digital Recorder	Tech Serv.
011663	R-20-021 Camera Bills Office	CCFM
012184	R-20-021 Scanner	F&E Servc.
013326	R-20-021 COMPUTERFront Counter	P&Z
013703	R-20-021 Laptop- AngeloHP Pro Book 450 G4 Intel Core I715.6 In Screen	F&E Servc.
NA	Old Storage Shed from 1010 S Garden Ave	CCFM
9906	Compaq Laptop	F&E Servc.
9905	Compaq Laptop	F&E Servc.
NA	Compaq Laptop	F&E Servc.
NA	Compaq Laptop	F&E Servc.
9921	Compaq Laptop	F&E Servc.
NA	HP Desktop Printer/Scanner	F&E Servc.
704	Pencil Sharpener	F&E Servc.
NA	Old MSA Orion Gas Monitor	F&E Servc.
NA	Bag of Misc Charging Cords	F&E Servc.
NA	Radio	RF FD
397	Radio	PFD
431	Radio	PFD
373	Radio	PFD
441	Radio	PFD
NA	AOC Computer Monitor	CCADC

Item # 10

ITB-20-2 – Oils and Lubricants

Meeting Date: 06/18/2020

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: Award Bid ITB-20-2

SUMMARY:

The following bids were submitted under ITB-20-2 for Oils and Lubricants:

Item No.	Description	UNIT	QTY	WAKEFIELD OIL	BELL GAS	GALP	BREWER OIL
1	SAE 15W40 MOTOR OIL	55 GAL DRUM	1	\$519.93	\$557.80	\$509.41	\$388.85
2	SAE 15W40 MOTOR OIL	QT BOTTLES	60	\$3.86	\$4.26	No bid	\$2.82
3	SAE 15W40 MOTOR OIL	330 OR 275 TOTE	1	\$9.45	\$8.80	\$8.38	\$6.98
4	255D-UNIVERSAL HYD/TRANS OIL	55 GAL DRUM	1	\$422.35	\$418.48	\$469.00	\$316.25
5	255D-UNIVERSAL HYD/TRANS OIL	330 OR 275 TOTE	1	\$7.67	\$7.36	\$7.54	\$5.67
6	SAE 5W20 MOTOR OIL	330 OR 275 TOTE	1	\$8.33	\$8.09	No bid	\$5.60
7	SAE 5W20 MOTOR OIL	QT BOTTLES	60	\$3.19	\$3.00	No bid	\$2.82
8	SAE 30W TRANS-CATERPILLAR TO4	55 GAL DRUM	1	\$577.91	\$528.47	\$696.00	\$466.40
9	DEXTRON ATF	QT BOTTLES	60	\$3.72	\$2.92	\$4.71	\$1.89
10	DEXTRON ATF	5 GAL PAIL	1	\$55.14	\$46.00	\$153.00	\$39.25
11	SAE 80W90 GEAR OIL	55 GAL DRUM	1	\$650.09	\$538.02	\$619.00	\$452.00
12	SAE 80W90 GEAR OIL	QT BOTTLES	1	\$3.74	\$4.86	\$6.81	\$2.59
13	SAE 80W90 GEAR OIL	5 GAL PAIL	1	\$59.69	\$56.38	\$105.76	\$41.30
14	HIGH TEMP RED GREASE (MYSTIC BRAND OR EQUIVALENT)	120 LB. CAN	2	\$402.38	\$305.85	\$403.00	\$525.60
15	HIGH TEMP RED GREASE (MYSTIC BRAND OR EQUIVALENT)	TUBES	50	\$3.28	\$2.78	\$3.76	\$2.31
16	SAE 75W90 SYNTHETIC GEAR OIL	5 GAL PAIL	2	\$101.96	\$131.27	\$116.05	\$283.50
17	ALL MAKE MODELS ANTIFREEZE CONCENTRATE	55 GAL DRUM	1	\$592.23	\$510.55	No bid	\$732.05
18	ALL MAKE MODELS ANTIFREEZE CONCENTRATE	1 GAL JUGS	18	\$10.86	\$10.95	No bid	\$14.05
19	MOBILE DELVAC SYNTHETIC ATF OR EQUIVALENT	1 GAL JUGS	20	\$55.36	\$52.25	No bid	\$29.29
20	FORD LV ATF	QT Bottles	24	\$5.55	\$5.10	\$5.48	\$2.97
21	HEAVY DUTY ENGINE ANTIFREEZE W/CATERPILLAR SPEC EC-1	1 GAL JUGS	18	\$20.09	\$17.50	No bid	\$9.09
22	DIESEL EXHAUST FLUID (DEF)	2.5 GAL JUGS	10	\$8.35	\$10.00	\$17.98	\$8.90

Bid amounts were based on a summary of various products to be purchased under this price agreement and estimated quantities for each product, under which bidders submitted their pricing to ensure equal comparison. The actual bid award will constitute a term price agreement which will be utilized to purchase products at the prices bid for the duration of the contract.

Staff has reviewed all bids and recommends award to Brewer Oil Company.

SUPPORT DOCUMENTS: Bid Summary

Submitted by: Sandra Rodriguez
Title: Purchasing Director, CPO

BID SUMMARY

BID #: ITB-20-2

COMMODITY: Oils and Lubricants

USER DEPARTMENT(S): Road

SPECIFICATIONS BY: Gerald Cox, Road Department Purchasing Officer

ADVERTISED: April 27, 2020 in the Roswell Daily Record and online through the NM Purchasing Group

ADDENDA ISSUED: None.

OPEN DATE: May 14, 2020

SPECIFIC DESCRIPTION: This is a routine bid for oils and lubricants that calls for a term contract (renewable annually for up to four years) for purchases made by the Chaves County Road Department.

Item # 11

RFP-20-2 – Dental Benefits

Meeting Date: 06/18/2020

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: Award RFP-20-2

SUMMARY:

Following are a list of the companies that submitted proposals under RFP-20-2 for Dental Benefits and final evaluation scores:

OFFEROR	FINAL SCORE (100 Possible Points)
Benefit Source	95
National Benefit Service Center (CIGNA)	74.25

Staff recommends award be made to Benefit Source. If awarded, a contract will be negotiated and brought back before the commission at the next meeting. The initial contract term would run from January 1, 2021 to December 31, 2021 with the option to renew for up to three additional one-year terms.

SUPPORT DOCUMENTS: RFP Summary

Submitted by: Sandra Rodriguez
Title: Purchasing Director, CPO

RFP SUMMARY

RFP #: RFP-20-2

COMMODITY: Dental Benefits for Chaves County

USER DEPARTMENT(S): All

SPECIFICATIONS BY: Sandra Rodriguez, Purchasing Director

ADVERTISED: April 27, 2020 in the Roswell Daily Record and posted online through the NM Purchasing Group.

ADDENDA ISSUED: None.

OPEN DATE: June 2, 2020

SPECIFIC DESCRIPTION: This is a routine request for proposals for Dental Benefits for Chaves County employees. Companies are required to address and are evaluated based on the following items:

1. Response to how usual, customary and reasonable dental charges are determined
2. Listing of participating local dentists
3. Provision of diagnostic & preventative services
4. Provision of basic services, including restorative, oral surgery, endodontic and periodontics
5. Provision of major services, including prosthodontics
6. Response to deductible and maximum expenses
7. Provision of crowns and cast restorations
8. Structure of policy on pre-existing conditions, optional services, pre-determinations, eligibility and limitations.
9. Response to Compliance with Health Insurance Portability and Accountability Act (HIPAA).
10. All administrative and ancillary costs applicable under the services offered.

Supplier	Total / 100 pts	Factors for Evaluation / 10 pts	Factors for Evaluation / 20 pts	Factors for Evaluation / 15 pts	Factors for Evaluation / 5 pts	Factors for Evaluation / 5 pts	Factors for Evaluation / 5 pts	Factors for Evaluation / 5 pts	Factors for Evaluation / 5 pts	Factors for Evaluation / 10 pts	Factors for Evaluation / 20 pts
BenefitSource	95	9	17.5	14.5	5	4.75	5	4.5	5	10	19.75
National Benefit Service Center	74.25	6.5	17.75	11.25	4.5	4.25	4.75	4.25	3.5	5.5	12

AGENDA ITEM: 12

MOU Between US Fish & Wildlife Service and the Arizona County Signatories and the New Mexico County Signatories

MEETING DATE: June 18, 2020

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Participation/MOU

ITEM SUMMARY:

The purpose of this MOU is for the County to contribute to the preparation of a Supplemental Environmental Impact Statement. The proposed rule to revise the 2015 Mexican Wolf non-essential experimental population rule will be the proposed action of the supplemental EIS.

The County proposed changes to the original MOU. The service accepted some of our changes but not all. Although this is not a perfect MOU, staff does recommend approval so we may have a seat at the table.

Staff recommends approval

SUPPORT DOCUMENTS: MOU

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

**Memorandum of Understanding
between the
U.S. Fish and Wildlife Service,
And the
Arizona County Signatories¹,
And the
New Mexico County Signatories²**

SECTION I. PARTIES

This Memorandum of Understanding (hereinafter referred to as MOU) establishes a Cooperating Agency relationship and a coordinating process and is made and entered into by and between the:

A. U.S. Fish and Wildlife Service (Service), as authorized and directed under the NEPA implementing regulations of 1977, as amended, and specifically acknowledging the following areas of the regulations, which are of mutual interest to the parties 40 CFR 1506.2, 40 CFR 1508.5, 40 CFR 1501.7, 40 CFR 1501.2, 40 CFR 1508.27, 40 CFR 1502.16, and 516 DM; and

B. Arizona County Signatories, as authorized under the State of Arizona, enabling counties to protect the health, safety, and welfare of its citizens, pursuant to Arizona Revised Statutes 11-802 and 11-933, as well as County laws, including County land use plans, water and watershed plans, and environmental and natural resource laws and policies; and

C. New Mexico County Signatories as authorized under the State of New Mexico, granting powers necessary and proper to provide the safety, preserve the health, promote the prosperity, and improve the morals, orders, comfort, and convenience of any County or its inhabitants, pursuant to New Mexico Revised Statute 4-7-31 (1978), as well as County laws, including County land use plans, water and watershed plans, and environmental and natural resource laws and policies.

D. Hereinafter referred to as the Parties.

SECTION II. STATEMENT OF PURPOSE

The purpose of this MOU is for the signatory entities to contribute to the preparation of a supplemental Environmental Impact Statement (sEIS), pursuant to the National Environmental

¹ Arizona County Signatories may include Apache, Pinal, Cochise, Santa Cruz, Coconino, Yavapai, Gila Mohave, Maricopa, or Pima counties, as reflected in concurrence provided by each county.

² New Mexico County Signatories may include Bernalillo, Chaves, Cibola, Dona Ana, Grant, Hidalgo, Lincoln, San Miguel, McKinley, Luna, Eddy, Torrance, Otero, Sierra, Socorro, or Valencia counties, as reflected in concurrence provided by each county.

MOU Between Arizona & New Mexico Counties and the U.S. Fish and Wildlife Service

Re: sEIS development

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Policy Act (NEPA). The proposed rule to revise the 2015 Mexican wolf nonessential experimental population rule (80 FR 2512-2567) (2015 Final Rule) will be the proposed action of our sEIS. We will analyze the environmental consequences from implementation of the proposed action and alternatives to revise the authorized regulations for management of the experimental population of Mexican wolves in the Mexican Wolf Experimental Population Area (MWEPA) in Arizona and New Mexico. The new rule will replace and supersede the 2015 Final Rule, pursuant to section 10(j) of the Endangered Species Act. The revised rule and sEIS are being developed in response to a court-ordered remand by the District Court of Arizona of our 2015 Final Rule that revised the nonessential experimental population designation and management of Mexican wolves in the MWEPA.

For the purposes of the production of an sEIS that will analyze a range of alternatives, this MOU:

A. Confirms the formal designation of the Service as the Lead Federal Agency with responsibility for completion of the sEIS and Record of Decision (ROD). The Lead Federal Agency shall:

- i. Request the participation of each Cooperating Agency in the NEPA process at the earliest possible time; and
- ii. Use the environmental analysis and proposals of Parties with jurisdiction by law and/or special expertise, to the maximum extent possible consistent with its responsibility as Lead Federal Agency; and
- iii. Meet, either in person or teleconferencing, with a Cooperating Agency at the latter's request.
- iv. Request that the counties designate a representative to participate on the Cooperating Agency team.

B. Formally designates the Parties as Cooperating Agencies. It is recognized that Cooperating Agencies have legal authority and/or special expertise applicable to the planning process. Each Cooperating Agency may, at their discretion:

- i. Participate in the NEPA process at the earliest possible time; and
- ii. Participate in the scoping process; and
- iii. Assume on request of the Lead Federal Agency responsibility for developing information and preparing environment analyses including portions of the sEIS concerning which the Cooperating Agency has special expertise; and

- iv. Normally use its own funds. The Lead Federal Agency shall, to the extent available funds permit, fund those major activities or analyses it requests from Cooperating Agencies. The Lead Federal Agency shall include such funding requirements in their budget requests; and
- v. A Cooperating Agency may, in response to a Lead Federal Agency's request for assistance in preparing the sEIS, reply that other program commitments preclude the degree of involvement requested in the action that is the subject of the sEIS; and
- vi. Make available staff and/or consultant support, as approved by the individual County, at the Lead Federal Agency's request to enhance the latter's interdisciplinary capability; and
- vii. Designate representative(s) and agree to select individual(s) to represent the County during Cooperating Agency meetings and communications.

C. Formalizes and provides a framework for cooperation and coordination among the Parties that will ensure completion of the sEIS in a timely, efficient, and thorough manner; and

E. Ensures the working relationship between the Parties meets the purposes and intent of NEPA.

F. Provides a structural framework for coordination of the NEPA processes.

SECTION III. BACKGROUND

A. The Service proposes to revise the 2015 final rule to the extent necessary to address the issues on remand from the District Court of Arizona's March 31, 2018 ruling (*Center for Biological Diversity v. Jewell*, No. 4:15-cv-00019-JGV (D. Ariz.)). The sEIS will analyze proposed revisions to some aspects of currently authorized regulations for management of the experimental population of Mexican wolves in Arizona and New Mexico. The Service is conducting a public scoping period from April 15 to June 15, 2020 through a Notice of Intent in the Federal Register. An sEIS will analyze options for revising the 2015 Rule and includes various management scenarios. The proposed 10(j) rule and draft sEIS will be published for public comment in or around October 2020. The final sEIS and ROD will be finalized in or around April 2021, and the final revised rule will be completed by the court ordered deadline of May 1, 2021.

B. The Parties seek to fully consider the impacts of proposed actions on the physical, biological, social and economic aspects of the human environment, and;

C. The Parties desire to enter into this MOU and have the authority, through the Regional Director and the County Supervisors and Commissions, to do so, and;

MOU Between Arizona & New Mexico Counties and the U.S. Fish and Wildlife Service

Re: sEIS development

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D. This MOU shall not be construed to affect the jurisdiction of Federal, State, County or other local governmental agencies which exists as a matter of law, and:

E. Arizona and New Mexico Counties are legally responsible for the protection of health, safety, and welfare of individuals and communities that may be affected by reintroduction and recovery of the Mexican wolf;

F. Arizona Counties have determined that participation in the revision of the Mexican Wolf 10(j) rule sEIS is consistent with the Counties' policies for the protection of the health, safety, and welfare of their citizens, and is important to representing the Counties' interest in, and authority for, management of natural resources within the boundaries of the Counties.

G. New Mexico Counties have determined that participation in the revision of the Mexican wolf 10(j) rule sEIS is consistent with the Counties' policies for the protection of the health, safety, and welfare of their citizens, and is important to representing the Counties' interest in, and authority for, management of natural resources within the boundaries of the Counties.

H. In the interest of enhancing communication, Black's Law Dictionary (7th Edition; ISBN 0314241302) and Merriam-Webster's Collegiate Dictionary (11th Edition; ISBN 0877798095) shall be the primary references for words used in this MOU;

SECTION IV. RECITALS

NOW THEREFORE, the parties hereto agree to cooperatively develop appropriate documentation in order to satisfy the requirements of NEPA, and further agree that;

A. The Service will:

- i. serve as the Lead Federal Agency in coordinating the development of an sEIS analyzing the environmental impacts of proposed revisions to the currently authorized regulations for the MWEPA, and alternatives thereto; and
- ii. provide guidance as to proper process, document format, and information required to satisfy NEPA requirements; and
- iii. determine the purpose and need of the project, the conclusions of the environmental analysis, which alternatives are selected for analysis, and make final determinations on content relative to applicable statutory and regulatory requirements; and
- iv. develop the sEIS, consistent with Federal law, regulation and Department and Agency policy and will incorporate, to the maximum extent possible consistent with its

MOU Between Arizona & New Mexico Counties and the U.S. Fish and Wildlife Service

Re: sEIS development

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responsibility as Lead Federal Agency, the comments, recommendations, and/or data submitted by Parties in the sEIS planning process; and

- v. provide available information and resources for development of the sEIS to the Parties early and throughout the process; and
- vi. provide timely review of the sEIS in order to ensure compliance with Service guidelines for NEPA implementation; and
- vii. give, to the maximum extent possible, a reasonable time frame for review and return of consolidated and comprehensive comments; and

B. The Counties are recognized to have jurisdiction by law and special expertise and will, at their discretion:

- i. provide available information, data (and supporting analyses), comments, and resources for development of proper NEPA documentation and the sEIS, including all relevant County land use plans, policies and local laws; and
- ii. provide timely review of the sEIS in order to ensure compliance with Service guidelines for NEPA implementation; and
- iii. help collect data to the maximum extent possible, participate in discussions about data assessment and technical reports, prepare selected sections, and provide technical expertise in order to assist in evaluating the effectiveness of all alternatives and the EIS; and
- iv. receive working drafts of the sEIS and its alternatives and analyses for review and comment in relation to areas of jurisdictional responsibility and/or special expertise, and identify potential conflicts with the proposed action; and
- v. return consolidated and comprehensive comments on working drafts to the Service in an agreed upon time frame consistent with the planning schedule.
- vi. may meet with affected stakeholders and provide comments to the Service at any point in the development of the sEIS, provided that internal draft documents are not disseminated (see **Document Control** section below).

C. Conflict Resolution. Conflicts between or among the Parties concerning this MOU that cannot be resolved at the lowest possible level shall be referred to the next higher level, et seq., as necessary, for resolution with full recognition of the Service's decision making responsibilities in the sEIS process.

Legal Effect of MOU: The provisions of any statutes and/or regulations cited in this MOU

contain legally binding requirements. The MOU itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, it does not impose legally-binding requirements on the Parties. Furthermore, this MOU does not create a right of action enforceable in a court of law for any of the Parties. Rather, this MOU contains procedural guidance to assist the Parties in carrying out existing legal requirements. No Party shall be liable in damages to any other Party or other person for any breach of this agreement, any performance or failure to perform a mandatory or discretionary obligation imposed by this agreement or any other cause of action arising from this agreement.

Document Control: All internal working draft documents for the development of any NEPA documents are pre-decisional and the Parties will ensure that these documents will not be available for review by individuals or entities other than the Parties to this MOU, unless otherwise required by applicable law. All documents created, collected, or provided by the Parties in support of the development of NEPA documents are part of the official Service administrative record and may only be released by the Service to the extent allowable by the Freedom of Information Act and/or Privacy Act. The Counties will identify to the Service all personnel and consultants representing the County who will have access to the documents for the County and provide signed statements with regards to document control.

Enforcement Authority of the United States. Nothing contained in this MOU is intended to limit the authority of the United States government to seek civil or criminal penalties or otherwise fulfill its enforcement responsibilities under the ESA or other applicable law.

No partnership. This MOU shall not make or be deemed to make any Party to this agreement the agent for or the partner of any other Party.

Notices. All notices, demands, or requests from one Party to another may be personally delivered, sent by facsimile/email, sent by recognized overnight delivery service, or sent by mail, certified or registered, postage prepaid, to the persons set forth below and addressed as follows or at such other address as any Party may from time to time specify to the other Parties in writing and shall be effective at the time of personal delivery, facsimile/email transmission, or mailing upon notification of delivery by a recognized overnight delivery service or the United States Postal Service.

Elected officials not to benefit. No member of or delegate to Congress or a staff member to a member or delegate to Congress shall be entitled to any share or part of this MOU, or to any benefit that may arise from it.

Availability of funds. Implementation of this MOU by the Service is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in

MOU Between Arizona & New Mexico Counties and the U.S. Fish and Wildlife Service

Re: sEIS development

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this MOU will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The parties acknowledge that the Service will not be required under this agreement to expend any appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.

Duplicate originals. This MOU may be executed in any number of duplicate originals. A complete original of this MOU shall be maintained in the official records of each of the Parties hereto.

No third-party beneficiaries. Without limiting the applicability of rights granted to the public pursuant to the ESA or other Federal law, this MOU shall not create any right or interest in the public, or any member thereof, as a third-party beneficiary hereof, nor shall it authorize anyone not a party to this MOU maintain a suit for personal injuries or damages pursuant to the provision of this MOU. The duties, obligations, and responsibilities of the Parties to this MOU with respect to third Parties shall remain as imposed under existing law.

Amendment. This MOU may be amended upon written agreement of all parties. The Party proposing the amendment shall provide a statement of the reasons for the amendment and an analysis of its environmental effects.

Termination. Any Party may terminate its participation in this MOU at any time. Any termination shall be made in writing. If not terminated sooner, this MOU will end upon agreement of all Parties once the sEIS is final and the Service issues the ROD. Agencies may submit requests to be signatories to the June 24, 2019 MOU for Mexican Wolf Recovery and Conservation for full participation and involvement in the Mexican wolf reintroduction project. The current MOU is available upon request to the Service.

Open Meeting Laws. All parties recognize Counties must comply with their respective states' open meeting laws and that during the process issues raised in the cooperative agency process may require discussion and possible action by the County's Board of Commissioners/Supervisors in an open public forum.

Principal Contacts. The principal contacts for this MOU are:

- i. United States Fish and Wildlife Service
Attn: Brady McGee
New Mexico Ecological Services Field Office

MOU Between Arizona & New Mexico Counties and the U.S. Fish and Wildlife Service

Re: sEIS development

Page 8 of 9

2105 Osuna NE
Albuquerque, New Mexico 87113
Phone: 505-761-4748

- ii. *Insert County Name and Contact Information*
Attn:
- iii. *Insert County Name and Contact Information*
Attn:
- iv. *Insert County Name and Contact Information*
Attn:
- v. *Insert County Name and Contact Information*
Attn:

MOU Between Arizona & New Mexico Counties and the U.S. Fish and Wildlife Service

Re: sEIS development

Page 9 of 9

Initiation. This MOU becomes effective upon written concurrence by the referenced signatory Parties below.

IN WITNESS WHEREOF:

The Parties hereto have executed the MOU as of the last written date below.

Bernalillo County- Concurrence Letter sent on Insert Date
Chaves County- Concurrence Letter sent on Insert Date
Cibola County- Concurrence Letter sent on Insert Date
Dona Ana- Concurrence Letter sent on Insert Date
Grant County- Concurrence Letter sent on Insert Date
Hidalgo County- Concurrence Letter sent on Insert Date
Lincoln County- Concurrence Letter sent on Insert Date
San Miguel- Concurrence Letter sent on Insert Date
McKinley County- Concurrence Letter sent on Insert Date
Luna County- Concurrence Letter sent on Insert Date
Eddy County- Concurrence Letter sent on Insert Date
Torrance County- Concurrence Letter sent on Insert Date
Otero County- Concurrence Letter sent on Insert Date
Sierra County- Concurrence Letter sent on Insert Date
Socorro County- Concurrence Letter sent on Insert Date
Valencia County- Concurrence Letter sent on Insert Date
Apache County- Concurrence Letter sent on Insert Date
Cochise County- Concurrence Letter sent on Insert Date
Coconino County Concurrence Letter sent on Insert Date
Gila County- Concurrence Letter sent on Insert Date
Maricopa County- Concurrence Letter sent on Insert Date
Pinal County- Concurrence Letter sent on Insert Date
Santa Cruz- Concurrence Letter sent on Insert Date
Yavapai County- Concurrence Letter sent on Insert Date
Mohave County- Concurrence Letter sent on Insert Date
Pima County- Concurrence Letter sent on Insert Date

Approval of Checks

Approval of Checks

Commission Meeting 18-Jun-20

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Joe Sedillo, Finance Director
(624-6646)

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	01-May-20	\$375,172.35
	08-May-20	\$465,879.63
	08-May-20	\$15,767.86
	15-May-20	\$136,444.90
	21-May-20	\$308,169.65
	29-May-20	\$227,877.29
A/P VOID:	27-May-20	-\$299.70
PAYROLL:	03-May-20 REGULAR	\$263,403.70
	LEAVE CONVERSION	\$376.84
	17-May-20 REGULAR	\$286,719.01

Grand Total Checks to be Approved: \$2,079,511.53

SUPPORT DOCUMENTS:

Copies of Bills Lists

SUMMARY BY: Cindy Mealand

TITLE: A/P Officer

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
Robert Corn · District 4
William E. Cavin · District 5

Finance Director
Joe Sedillo

County Manager
Stanton L. Riggs

Final Payment Register

Date: 5-1-20
Packet# 01340

Date: 5-21-20
Packet# 01355

Date: _____
Packet# _____

Date: 5-8-20
Packet# 01347

Date: 5-29-20
Packet# 01359

Date: _____
Packet# _____

Date: 5-8-20
Packet# 01346

Date: _____
Packet# _____

Date: _____
Packet# _____

Date: 5-15-20
Packet# 01351

Date: _____
Packet# _____

Date: _____
Packet# _____

BOARD OF CHAVES COUNTY COMMISSIONERS

William E. Cavin, Chairman

Jeff Bilberry, Vice-Chairman

ATTEST:

Dara Dana, Member

T. Calder Ezzell Jr, Member

Dave Kunko
County Clerk

Robert Corn, Member



Expense Approval Register

Packet: APPKT01340 - CHECK RUN/05/01/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: AMERICAN GLASS & GLAZING INC.						
AMERICAN GLASS & GLAZIN	7334	04/19/2020	LABOR & MATERIAL	401-6-699-257-000	231.35	
					Vendor AMERICAN GLASS & GLAZING INC. Total:	231.35
Vendor: AMERICAN STEWARDS OF LIBERTY						
AMERICAN STEWARDS OF LI	943	05/01/2020	LITIGATION SERVICES	401-6-619-260-000	2,300.00	
					Vendor AMERICAN STEWARDS OF LIBERTY Total:	2,300.00
Vendor: BELL GAS INC.						
BELL GAS INC.	23137	05/01/2020	ACCT.#10693	402-6-653-223-000	5,890.32	
BELL GAS INC.	23149	05/01/2020	ACCT.#10693	402-6-653-223-000	5,431.17	
BELL GAS INC.	256600	05/01/2020	ACCT.#070065	402-6-653-223-000	1,763.04	
					Vendor BELL GAS INC. Total:	13,084.53
Vendor: BRIDGET JACOBBER						
BRIDGET JACOBBER	CC020898	05/01/2020	PROFESSIONAL SERVICES	401-6-612-260-000	325.00	
					Vendor BRIDGET JACOBBER Total:	325.00
Vendor: COOPERATIVE EDUCATIONAL SVCS.						
COOPERATIVE EDUCATIONAL	24-101069	04/02/2020	SUPPLIES	401-6-691-230-000	18.75	
COOPERATIVE EDUCATIONAL	24-101981	05/01/2020	ACCT.#CHAVESCOUNTY	402-6-653-104-000	601.71	
COOPERATIVE EDUCATIONAL	26-005152	04/24/2020	ACCT.#CHAVESCOUNTY	631-8-883-372-000	126,842.47	
COOPERATIVE EDUCATIONAL	26-005152	04/24/2020	ACCT.#CHAVESCOUNTY	635-6-682-372-000	1,585.53	
					Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	129,048.46
Vendor: CORRHEALTH						
CORRHEALTH	10256	04/01/2020	PROFESSIONAL SERVICES	427-6-639-268-000	151,824.44	
					Vendor CORRHEALTH Total:	151,824.44
Vendor: DIANE F. TAYLOR						
DIANE F. TAYLOR	FY 20-10 DT	04/29/2020	LDWI DISTRIBUTION/FY 19-2	432-7-761-267-000	3,250.00	
					Vendor DIANE F. TAYLOR Total:	3,250.00
Vendor: DIANNE MEDA						
DIANNE MEDA	FY 20-10 SCREEN	04/29/2020	LDWI DISTRIBUTIN/FY 19-20	432-7-766-267-000	3,000.00	
					Vendor DIANNE MEDA Total:	3,000.00
Vendor: ESO SOLUTIONS INC						
ESO SOLUTIONS INC	ESO-33580	04/27/2020	CAD DATA/FIREHOUSE APPLI	401-6-616-249-000	1,995.00	
					Vendor ESO SOLUTIONS INC Total:	1,995.00
Vendor: HERITAGE MEMORIAL ALLIANCE						
HERITAGE MEMORIAL ALLIA	7708	04/13/2020	PERMIT #5224	427-6-639-296-000	600.00	
HERITAGE MEMORIAL ALLIA	7709	04/13/2020	PERMIT #5223	427-6-639-296-000	600.00	
					Vendor HERITAGE MEMORIAL ALLIANCE Total:	1,200.00
Vendor: HOLCOMB LAW OFFICE						
HOLCOMB LAW OFFICE	2673	05/01/2020	WEBINAR REGISTRATION/RI	401-6-612-224-000	75.00	
HOLCOMB LAW OFFICE	2673	05/01/2020	WEBINAR REGISTRATION/RI	401-6-613-224-000	50.00	
					Vendor HOLCOMB LAW OFFICE Total:	125.00
Vendor: KS STATE BANK						
KS STATE BANK	CC020897	05/01/2020	SECURITY SYSTEM PROJECT	650-6-684-267-000	11,759.47	
KS STATE BANK	CC020898	05/01/2020	SECURITY SYSTEM PROJECT	650-6-684-267-000	11,759.47	
					Vendor KS STATE BANK Total:	23,518.94
Vendor: LEGACY FUNERAL SERVICES OF NM						
LEGACY FUNERAL SERVICES	0298-204553	04/03/2020	PERMIT #14953	427-6-639-296-000	600.00	
LEGACY FUNERAL SERVICES	0298-204562	04/20/2020	PERMIT #3574	427-6-639-296-000	600.00	
					Vendor LEGACY FUNERAL SERVICES OF NM Total:	1,200.00

Expense Approval Register

Packet: APPKT01340 - CHECK RUN/05/01/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NEW MEXICO COUNTY INSURANCE AUTHORITY					
NEW MEXICO COUNTY INSU	LE000886	04/01/2020	CUSTOMER ID #3	401-7-751-319-000	4,963.91
Vendor NEW MEXICO COUNTY INSURANCE AUTHORITY Total:					4,963.91
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC020893	04/21/2020	ACCT.#075706312-0781188-	412-8-815-341-000	67.81
NEW MEXICO GAS COMPAN	CC020894	04/24/2020	ACCT.#076281612-0786941-	401-6-693-341-000	22.28
Vendor NEW MEXICO GAS COMPANY INC Total:					90.09
Vendor: NORTHSTAR PLUMBING & HEATING					
NORTHSTAR PLUMBING & H	6145	04/14/2020	LABOR & MATERIAL	401-6-696-257-000	378.29
Vendor NORTHSTAR PLUMBING & HEATING Total:					378.29
Vendor: PROFESSIONAL DEVELOPMENT ACADEMY, LLC					
PROFESSIONAL DEVELOPME	INV-10282	05/01/2020	NACO PERFORMANCE ACAD	401-6-613-224-000	1,095.00
PROFESSIONAL DEVELOPME	INV-10282	05/01/2020	NACO PERFORMANCE ACAD	401-6-614-224-000	1,095.00
Vendor PROFESSIONAL DEVELOPMENT ACADEMY, LLC Total:					2,190.00
Vendor: ROBERT SORENSON					
ROBERT SORENSON	CC020895	04/10/2020	YEARLY MAINT	427-6-638-249-000	7,125.00
Vendor ROBERT SORENSON Total:					7,125.00
Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	204464	04/21/2020	PAROLE TDC #129193	650-6-684-228-000	712.75
Vendor SECURITY TRANSPORT SERVICES INC Total:					712.75
Vendor: SERENITY COUNSELING					
SERENITY COUNSELING	FY 20-10 SC	04/30/2020	LDWI DISTRIBUTION/FY 19-2	432-7-762-267-000	4,375.00
Vendor SERENITY COUNSELING Total:					4,375.00
Vendor: SHAMROCK FOODS CO					
SHAMROCK FOODS CO	11472602	04/14/2020	ACCT.#0081964	631-8-883-371-000	2,458.06
SHAMROCK FOODS CO	11473477	04/16/2020	ACCT.#0081964	631-8-883-371-000	106.36
SHAMROCK FOODS CO	11475020	04/20/2020	ACCT.#0081964	631-8-883-371-000	1,644.79
SHAMROCK FOODS CO	11475022	04/20/2020	ACCT.#0081964	631-8-883-371-000	595.44
SHAMROCK FOODS CO	11476787	04/23/2020	ACCT.#0081964	631-8-883-371-000	4,514.76
Vendor SHAMROCK FOODS CO Total:					9,319.41
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC020886	04/21/2020	ACCT.#54-0012497212-2	452-8-832-341-000	89.59
SOUTHWESTERN PUBLIC SER	CC020887	04/22/2020	ACCT.#54-3943782-6	412-8-815-341-000	42.63
SOUTHWESTERN PUBLIC SER	CC020887	04/22/2020	ACCT.#54-3943785-9	412-8-815-341-000	70.38
SOUTHWESTERN PUBLIC SER	CC020888	04/17/2020	ACCT.#54-3943772-4	401-6-691-243-000	34.10
SOUTHWESTERN PUBLIC SER	CC020889	04/23/2020	ACCT.#54-3943607-8	401-7-751-341-000	17.30
SOUTHWESTERN PUBLIC SER	CC020890	04/21/2020	ACCT.#54-0010784288-9	412-8-815-341-000	47.35
SOUTHWESTERN PUBLIC SER	CC020891	04/17/2020	ACCT.#54-3943703-1	401-6-691-243-000	32.20
SOUTHWESTERN PUBLIC SER	CC020892	04/23/2020	ACCT.#54-8936266-1	412-8-815-341-000	77.55
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					411.10
Vendor: SUPREME MAINTENANCE					
SUPREME MAINTENANCE	32654	04/13/2020	ACCT.#2061	635-6-682-370-000	270.00
Vendor SUPREME MAINTENANCE Total:					270.00
Vendor: THE MASTER'S TOUCH					
THE MASTER'S TOUCH	68520	04/01/2020	MAILING SERVICES/REMIN	401-6-611-252-000	419.59
THE MASTER'S TOUCH	68520	04/01/2020	MAILING SERVICES/REMIN	401-7-741-252-000	1,698.34
Vendor THE MASTER'S TOUCH Total:					2,117.93
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	025-291502	04/01/2020	ACCT.#42486	401-7-732-237-000	4,659.49
TYLER TECHNOLOGIES	025-291502	04/01/2020	ACCT.#42486	628-7-733-237-000	4,659.49
TYLER TECHNOLOGIES	045-298839	04/10/2020	ACCT.#42486	635-6-682-380-000	468.75
Vendor TYLER TECHNOLOGIES Total:					9,787.73
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	26910831	04/21/2020	ACCT.#003-1539862-000	401-7-741-251-000	167.83
VISUAL EDGE, INC	26944763	04/27/2020	ACCT.#003-1344694-000	401-7-741-251-000	124.48
VISUAL EDGE, INC	26944766-1	04/27/2020	ACCT.#015-1458792-000	402-6-651-251-000	269.43

Expense Approval Register

Packet: APPKT01340 - CHECK RUN/05/01/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
VISUAL EDGE, INC	26944766	04/27/2020	ACCT.#015-1458792-000	401-6-624-251-000	310.97
				Vendor VISUAL EDGE, INC Total:	872.71
Vendor: WAKEFIELD OIL CO. INC.					
WAKEFIELD OIL CO. INC.	169675	05/01/2020	ACCT.#CHAVES	402-6-653-230-000	499.78
WAKEFIELD OIL CO. INC.	169803	05/01/2020	ACCT.#CHAVES	402-6-653-230-000	755.76
				Vendor WAKEFIELD OIL CO. INC. Total:	1,255.54
Vendor: WELLS FARGO VENDOR FIN SERVICE					
WELLS FARGO VENDOR FIN S	5010077535	04/17/2020	ACCT.#3008667986	432-7-761-251-000	200.17
				Vendor WELLS FARGO VENDOR FIN SERVICE Total:	200.17
Grand Total:					375,172.35

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	20,013.88
402 - ROAD FUND	15,211.21
412 - SIERRA VOLUNTEER FIRE FND	305.72
427 - INDIGENT HOSPITAL CLAIMS	161,349.44
432 - DWI GRANT FUNDS	10,825.17
452 - FLOOD CONTROL	89.59
628 - PROPERTY VALUATION	4,659.49
631 - OTHER GRANTS & CONTRACTS	136,161.88
635 - EMERGENCY/CAPITAL OUTLAY	2,324.28
650 - DETENTION CONSTRUCTION PJ	24,231.69
Grand Total:	375,172.35

Account Summary

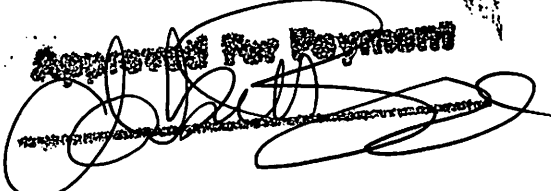
Account Number	Account Name	Expense Amount
401-6-611-252-000	PRINTING/PUBLISHING	419.59
401-6-612-224-000	EMPLOYEE TRAINING	75.00
401-6-612-260-000	PROFESSIONAL SERVICE	325.00
401-6-613-224-000	EMPLOYEE TRAINING	1,145.00
401-6-614-224-000	EMPLOYEE TRAINING	1,095.00
401-6-616-249-000	EQUIP MAINT/AGREEME	1,995.00
401-6-619-260-000	PROFESSIONAL SERVICE	2,300.00
401-6-624-251-000	RENTALS	310.97
401-6-691-230-000	SUPPLIES/TOOLS	18.75
401-6-691-243-000	HIGHWAY LIGHTS	66.30
401-6-693-341-000	UTILITIES	22.28
401-6-696-257-000	FACILITY MAINT/REPAIR	378.29
401-6-699-257-000	FACILITY MAINTENANCE	231.35
401-7-732-237-000	SUBSCRIPTIONS/PUBLIC	4,659.49
401-7-741-251-000	RENTALS	292.31
401-7-741-252-000	PRINTING/PUBLISHING	1,698.34
401-7-751-319-000	OTHER INSURANCE	4,963.91
401-7-751-341-000	UTILITIES	17.30
402-6-651-251-000	RENTALS	269.43
402-6-653-104-000	TEMPORARY SALARIES	601.71
402-6-653-223-000	VEHICLE FUELS	13,084.53
402-6-653-230-000	SUPPLIES/TOOLS	1,255.54
412-8-815-341-000	UTILITIES	305.72
427-6-638-249-000	EQUIP MAINT/AGREEME	7,125.00
427-6-639-268-000	CARE OF PRISONER SER	151,824.44
427-6-639-296-000	INDIGENT BURIAL	2,400.00
432-7-761-251-000	RENTALS	200.17
432-7-761-267-000	CONTRACTUAL SERVICES	3,250.00
432-7-762-267-000	CONTRACTUAL SERVICES	4,375.00
432-7-766-267-000	CONTRACTUAL SERVICES	3,000.00
452-8-832-341-000	UTILITIES	89.59
628-7-733-237-000	SUBSCRIPTIONS/PUBLIC	4,659.49
631-8-883-371-000	EQUIPMENT/MACHINER	9,319.41
631-8-883-372-000	VEHICLES	126,842.47
635-6-682-370-000	EQUIPMENT	270.00
635-6-682-372-000	VEHICLES	1,585.53
635-6-682-380-000	SOFTWARE APPLICATIO	468.75
650-6-684-228-000	TRANSPORT PRISONERS	712.75
650-6-684-267-000	CONTRACTUAL SERVICES	23,518.94
Grand Total:	375,172.35	

Project Account Summary

Project Account Key	Expense Amount
None	375,172.35

Project Account Summary

Project Account Key	Expense Amount
None	
Grand Total:	<u>375,172.35</u>

Approved For Payment




Expense Approval Register

Packet: APPKT01346 - CHECK RUN/05/08/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ABC PROPANE					
ABC PROPANE	228041	05/01/2020	ACCT.#102721	452-8-832-223-000	1,665.18
ABC PROPANE	228042	05/01/2020	ACCT.#102721	452-8-832-223-000	1,007.70
ABC PROPANE	228086	05/01/2020	ACCT.#102721	452-8-832-223-000	480.57
ABC PROPANE	228087	05/01/2020	ACCT.#1027210	452-8-832-223-000	770.29
Vendor ABC PROPANE Total:					3,923.74
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	944	05/01/2020	ASL COORDINATION/ENDAN	401-6-619-260-000	1,500.00
Vendor AMERICAN STEWARDS OF LIBERTY Total:					1,500.00
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC020924	05/01/2020	ACCT.#J1720000	402-6-651-341-000	59.19
Vendor BERRENDO CO-OP WATER USERS Total:					59.19
Vendor: CARR AUTOMOTIVE					
CARR AUTOMOTIVE	64565	05/07/2020	LABOR & MATERIAL	452-8-832-221-000	125.00
Vendor CARR AUTOMOTIVE Total:					125.00
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC020920	05/01/2020	ACCT.#23898800	410-8-816-341-000	17.30
CENTRAL VALLEY ELECTRIC C	CC020920	05/01/2020	ACCT.#10114001	410-8-816-341-000	226.94
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#12209501	401-6-691-243-000	335.26
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#12001802	401-6-691-243-000	48.86
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#23133100	410-8-816-341-000	97.70
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#6695501	414-8-819-341-000	119.01
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#12412501	437-6-659-341-000	48.12
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#22987100	437-6-659-341-000	43.45
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#24186400	437-6-659-341-000	45.78
CENTRAL VALLEY ELECTRIC C	CC020921	05/01/2020	ACCT.#24208300	437-6-659-341-000	36.77
CENTRAL VALLEY ELECTRIC C	CC020922	05/01/2020	ACCT.#12413301	411-8-814-341-000	8.65
CENTRAL VALLEY ELECTRIC C	CC020922	05/01/2020	ACCT.#12026501	411-8-814-341-000	52.96
CENTRAL VALLEY ELECTRIC C	CC020922	05/01/2020	ACCT.#12413201	411-8-814-341-000	59.52
CENTRAL VALLEY ELECTRIC C	CC020922	05/01/2020	ACCT.#12413101	411-8-814-341-000	9.37
Vendor CENTRAL VALLEY ELECTRIC COOP Total:					1,182.19
Vendor: CHAVES COUNTY CASA					
CHAVES COUNTY CASA	CC020939	05/01/2020	CHILD VICTIM/FORENSIC INT	401-7-751-267-000	5,000.00
Vendor CHAVES COUNTY CASA Total:					5,000.00
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC020936	05/01/2020	ACCT.#137415-52228	452-8-832-341-000	17.47
Vendor CITY OF ROSWELL Total:					17.47
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	1	05/01/2020	CENSUS 2020	631-8-884-260-000	4,659.31
CITY OF ROSWELL	2	05/01/2020	CENSUS 2020	631-8-884-260-000	2,459.13
CITY OF ROSWELL	3	05/01/2020	CENSUS 2020	631-8-884-260-000	1,320.00
CITY OF ROSWELL	4	05/01/2020	CENSUS 2020	631-8-884-260-000	10,540.09
CITY OF ROSWELL	5	05/01/2020	CENSUS 2020	631-8-884-260-000	2,308.98
CITY OF ROSWELL	CC020900	05/01/2020	ANNUAL ALLOCATION/FY 19-	635-6-671-401-000	6,712.63
Vendor CITY OF ROSWELL Total:					28,000.14
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-102346	05/04/2020	ACCT.#CHAVESCOUNTY	402-6-653-104-000	451.28
COOPERATIVE EDUCATIONAL	24-102367	05/04/2020	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,203.42
COOPERATIVE EDUCATIONAL	24-102378	05/04/2020	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,052.99
COOPERATIVE EDUCATIONAL	24-102404	05/04/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	215.80
COOPERATIVE EDUCATIONAL	24-102406	05/04/2020	ACCT.#CHAVESCOUNTY	402-6-651-230-000	271.75

Expense Approval Register

Packet: APPKT01346 - CHECK RUN/05/08/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
COOPERATIVE EDUCATIONAL	24-102409	05/04/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	174.00
COOPERATIVE EDUCATIONAL	24-102415	05/04/2020	ACCT.#CHAVESCOUNTY	402-6-651-230-000	70.56
Vendor COOPERATIVE EDUCATIONAL SVCS. Total:					3,439.80
Vendor: CUMBERLAND WATER CO-OP					
CUMBERLAND WATER CO-O	CC020916	05/01/2020	ACCT.#G215	401-6-691-341-000	39.40
CUMBERLAND WATER CO-O	CC020917	05/01/2020	ACCT.#G105	410-8-816-341-000	29.58
CUMBERLAND WATER CO-O	CC020918	05/01/2020	ACCT.#B1085	408-8-812-340-000	21.43
Vendor CUMBERLAND WATER CO-OP Total:					90.41
Vendor: DEERE CREDIT, INC					
DEERE CREDIT, INC	2325274	05/01/2020	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2325275	05/01/2020	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2325276	05/01/2020	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2325277	05/01/2020	ACCT.#030-0065562-000	402-6-653-251-000	3,309.22
DEERE CREDIT, INC	2327196	05/01/2020	ACCT.#030-0061556-006	402-6-653-251-000	4,055.51
DEERE CREDIT, INC	2327715	05/01/2020	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45
DEERE CREDIT, INC	2327716	05/01/2020	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45
Vendor DEERE CREDIT, INC Total:					23,413.29
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	FY 20-10 DEX-TNT	05/06/2020	LDWI DISTRIBUTION/FY 19-2	432-7-761-267-000	1,000.00
Vendor DEXTER CONSOLIDATED SCHOOLS Total:					1,000.00
Vendor: ENVIRONMENTAL SYSTEMS RESEARCH					
ENVIRONMENTAL SYSTEMS	93822574	05/01/2020	ACCT.#181915	401-7-731-260-000	3,990.00
Vendor ENVIRONMENTAL SYSTEMS RESEARCH Total:					3,990.00
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	FY 20-10 FM	05/04/2020	LDWI DISTRIBUTIN/FY 19-20	432-7-761-267-000	1,100.00
Vendor FRANK G. MAGOURILOS Total:					1,100.00
Vendor: HARMONIX TECHNOLOGIES INC					
HARMONIX TECHNOLOGIES I	20201152	05/01/2020	MGMT SOFTWARE/NAC SOL	401-6-622-231-000	48,835.01
Vendor HARMONIX TECHNOLOGIES INC Total:					48,835.01
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	7706	05/01/2020	PERMIT #5233	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	7707	05/01/2020	PERMIT #5351	427-6-639-296-000	600.00
Vendor HERITAGE MEMORIAL ALLIANCE Total:					1,200.00
Vendor: HOLLYFRONTIER CORP					
HOLLYFRONTIER CORP	99898030	05/01/2020	ACCT.#1100353	402-6-653-291-000	8,736.50
Vendor HOLLYFRONTIER CORP Total:					8,736.50
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	2	05/07/2020	ACCT.#3356805	402-6-653-251-000	1,584.93
Vendor KANSAS STATE BANK OF MANHATTAN Total:					1,584.93
Vendor: KIRBY-SMITH MACHINERY					
KIRBY-SMITH MACHINERY	E0036613	05/01/2020	ACCT.#CHAVE005	402-6-653-221-000	48,842.75
Vendor KIRBY-SMITH MACHINERY Total:					48,842.75
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	FY 20-10 LA-TNT	05/05/2020	FLDWI DISTRIBUTION/FY 19-	432-7-761-267-000	1,000.00
Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: MARION J. CRAIG III ATTORNEY AT LAW					
MARION J. CRAIG III ATTORN	13344	05/01/2020	PROFESSIONAL SERVICES	401-6-612-260-000	792.57
Vendor MARION J. CRAIG III ATTORNEY AT LAW Total:					792.57
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC020903	05/06/2020	PEST CONTROL SERVICE	452-8-832-267-000	43.13
Vendor MIRANDA PEST CONTROL Total:					43.13
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC020926	05/01/2020	ACCT.#076846512-1202378-	411-8-814-341-000	21.84
NEW MEXICO GAS COMPAN	CC020927	05/01/2020	ACCT.#075706312-1236482-	414-8-819-341-000	44.68
Vendor NEW MEXICO GAS COMPANY INC Total:					66.52

Expense Approval Register

Packet: APPKT01346 - CHECK RUN/05/08/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: NM GEN SVCS RISK MGMT					
NM GEN SVCS RISK MGMT	CC020933	05/05/2020	PREMIUMS	401-2-200-007-000	160,541.29
NM GEN SVCS RISK MGMT	CC020933	05/05/2020	PREMIUMS	402-2-200-007-000	41,622.19
NM GEN SVCS RISK MGMT	CC020933	05/05/2020	PREMIUMS	427-2-200-007-000	1,746.20
NM GEN SVCS RISK MGMT	CC020933	05/05/2020	PREMIUMS	432-2-200-007-000	3,170.00
NM GEN SVCS RISK MGMT	CC020933	05/05/2020	PREMIUMS	435-2-200-007-000	4,385.90
NM GEN SVCS RISK MGMT	CC020933	05/05/2020	PREMIUMS	452-2-200-007-000	9,948.95
NM GEN SVCS RISK MGMT	CC020933	05/05/2020	PREMIUMS	628-2-200-007-000	3,886.62
NM GEN SVCS RISK MGMT	CC020934	05/05/2020	PREMIUMS	401-2-200-021-000	1,642.84
NM GEN SVCS RISK MGMT	CC020934	05/05/2020	PREMIUMS	402-2-200-021-000	386.13
NM GEN SVCS RISK MGMT	CC020934	05/05/2020	PREMIUMS	427-2-200-021-000	17.31
NM GEN SVCS RISK MGMT	CC020934	05/05/2020	PREMIUMS	432-2-200-021-000	33.32
NM GEN SVCS RISK MGMT	CC020934	05/05/2020	PREMIUMS	435-2-200-021-000	47.12
NM GEN SVCS RISK MGMT	CC020934	05/05/2020	PREMIUMS	437-2-200-021-000	13.15
NM GEN SVCS RISK MGMT	CC020934	05/05/2020	PREMIUMS	452-2-200-021-000	89.87
NM GEN SVCS RISK MGMT	CC020934	05/05/2020	PREMIUMS	628-2-200-021-000	34.62
NM GEN SVCS RISK MGMT	CC020935	05/05/2020	PREMIUMS	401-2-200-005-000	2,777.35
NM GEN SVCS RISK MGMT	CC020935	05/05/2020	PREMIUMS	402-2-200-005-000	671.19
NM GEN SVCS RISK MGMT	CC020935	05/05/2020	PREMIUMS	427-2-200-005-000	206.54
NM GEN SVCS RISK MGMT	CC020935	05/05/2020	PREMIUMS	432-2-200-005-000	33.69
NM GEN SVCS RISK MGMT	CC020935	05/05/2020	PREMIUMS	435-2-200-005-000	73.45
NM GEN SVCS RISK MGMT	CC020935	05/05/2020	PREMIUMS	437-2-200-005-000	10.21
NM GEN SVCS RISK MGMT	CC020935	05/05/2020	PREMIUMS	452-2-200-005-000	182.77
NM GEN SVCS RISK MGMT	CC020935	05/05/2020	PREMIUMS	628-2-200-005-000	66.84
Vendor NM GEN SVCS RISK MGMT Total:					231,587.55

Vendor: ROSWELL CLINIC CORP					
ROSWELL CLINIC CORP	CC020937	05/01/2020	ACCT.#1162171V1610	427-6-639-270-000	3,091.00
Vendor ROSWELL CLINIC CORP Total:					3,091.00

Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORP	CC020901	05/04/2020	ACCT.#V022614069	427-6-639-270-000	611.25
ROSWELL HOSPITAL CORP	CC020902	05/01/2020	ACCT.#V022583355	427-6-639-270-000	198.92
ROSWELL HOSPITAL CORP	CC020909	05/07/2020	ACCT.#V022599609	427-6-639-270-000	153.80
ROSWELL HOSPITAL CORP	CC020912	05/07/2020	ACCT.#V022560494	427-6-639-270-000	31.77
ROSWELL HOSPITAL CORP	CC020915	05/07/2020	ACCT.#V022592513	427-6-639-270-000	570.25
Vendor ROSWELL HOSPITAL CORPORATION Total:					1,565.99

Vendor: ROSWELL W.F.L., INC					
ROSWELL W.F.L., INC	FY 20-10 WINGS	05/04/2020	LDWI DISTRIBUTION/FY 19-2	432-7-761-267-000	2,333.33
ROSWELL W.F.L., INC	FY 20-9 BA	05/05/2020	CONTINUUM GRANT/FY 19-2	631-8-885-267-000	11,250.00
ROSWELL W.F.L., INC	FY 20-9 WT	05/06/2020	CONTINUUM GRANT/FY 19-2	631-8-885-267-000	4,500.00
Vendor ROSWELL W.F.L., INC Total:					18,083.33

Vendor: SCHINDLER ELEVATOR CORP					
SCHINDLER ELEVATOR CORP	7100427789	05/01/2020	ACCT.#5000222100	401-6-692-257-000	7,977.00
Vendor SCHINDLER ELEVATOR CORP Total:					7,977.00

Vendor: SECURITY KEY & SAFE					
SECURITY KEY & SAFE	36690	05/01/2020	LABOR & MATERIAL	401-7-751-260-000	299.70
Vendor SECURITY KEY & SAFE Total:					299.70

Vendor: SECURITY TRANSPORT SERVICES INC					
SECURITY TRANSPORT SERVI	204455	05/01/2020	PROFESSIONAL SERVICES	650-6-684-228-000	2,425.23
Vendor SECURITY TRANSPORT SERVICES INC Total:					2,425.23

Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC020928	05/01/2020	ACCT.#54-0013077300-0	401-6-619-341-000	5.52
SOUTHWESTERN PUBLIC SER	CC020929	05/01/2020	ACCT.#54-3949442-7	401-6-645-341-000	916.63
SOUTHWESTERN PUBLIC SER	CC020929	05/01/2020	ACCT.#54-3949442-7	401-6-692-341-000	413.81
SOUTHWESTERN PUBLIC SER	CC020929	05/01/2020	ACCT.#54-3949442-7	401-6-692-341-000	4,684.22
SOUTHWESTERN PUBLIC SER	CC020930	05/01/2020	ACCT.#54-3943758-6	401-6-691-243-000	32.82
SOUTHWESTERN PUBLIC SER	CC020931	05/01/2020	ACCT.#54-3943777-9	401-6-691-243-000	34.89
SOUTHWESTERN PUBLIC SER	CC020932	05/01/2020	ACCT.#54-1485939-1	401-6-691-243-000	34.97
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					6,122.86

Expense Approval Register

Packet: APPKT01346 - CHECK RUN/05/08/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SUPREME MAINTENANCE					
SUPREME MAINTENANCE	32791	05/01/2020	ACCT.#2061	401-6-691-267-000	2,711.57
SUPREME MAINTENANCE	32792	05/01/2020	ACCT.#2062	401-6-696-267-000	472.69
SUPREME MAINTENANCE	32793	05/01/2020	ACCT.#2063	401-6-693-267-000	1,951.68
SUPREME MAINTENANCE	32794	05/01/2020	ACCT.#2064	401-6-691-267-000	237.78
SUPREME MAINTENANCE	32795	05/01/2020	ACCT.#2065	401-6-694-267-000	309.26
Vendor SUPREME MAINTENANCE Total:					5,682.98
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	203691	05/01/2020	ACCT.#RF1017283	402-6-653-221-000	63.42
Vendor THE FORD HOUSE, LLC Total:					63.42
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC020919	05/01/2020	ACCT.#1085	401-6-693-341-000	75.93
Vendor TOWN OF DEXTER Total:					75.93
Vendor: TROY YANCEY					
TROY YANCEY	3737	05/01/2020	LABOR & MATERIAL	401-6-692-257-000	2,652.71
Vendor TROY YANCEY Total:					2,652.71
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	26902946	05/01/2020	ACCT.#014-1392174-000	401-6-631-251-000	148.66
VISUAL EDGE, INC	26944764	05/01/2020	ACCT.#003-1365133-000	408-8-812-251-000	125.08
VISUAL EDGE, INC	27002535	05/06/2020	ACCT.#003-1534531-000	414-8-819-251-000	56.18
Vendor VISUAL EDGE, INC Total:					329.92
Vendor: WAKEFIELD OIL CO. INC.					
WAKEFIELD OIL CO. INC.	170100	05/07/2020	ACCT.#CHAVES	402-6-653-230-000	409.86
Vendor WAKEFIELD OIL CO. INC. Total:					409.86
Vendor: WASTE CONNECTIONS OF N.M.					
WASTE CONNECTIONS OF N.	3109338	05/01/2020	ACCT.#5830-688853	452-8-832-230-000	119.26
Vendor WASTE CONNECTIONS OF N.M. Total:					119.26
Vendor: WELLS FARGO VENDOR FIN SERVICE					
WELLS FARGO VENDOR FIN S	5010185221	05/01/2020	ACCT.#3008667986	452-8-832-251-000	377.61
Vendor WELLS FARGO VENDOR FIN SERVICE Total:					377.61
Vendor: WEX BANK					
WEX BANK	65280224	05/01/2020	ACCT.#0496-00237636-6	401-7-752-223-000	597.60
WEX BANK	65280224	05/01/2020	ACCT.#0496-00-237636-6	401-7-752-223-000	-10.86
WEX BANK	65280224	05/01/2020	ACCT.#0496-00-237636-6	412-8-815-227-000	460.99
WEX BANK	65280224	05/01/2020	ACCT.#0496-00-237636-6	414-8-819-227-000	24.91
Vendor WEX BANK Total:					1,072.64
Grand Total:					465,879.63

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	249,081.66
402 - ROAD FUND	128,839.45
408 - EAST GRAND PLAINS VOLFIRE	146.51
410 - MIDWAY VOLUNTEER FIRE FND	371.52
411 - BERRENDO VOLUNTEER FIRE	152.34
412 - SIERRA VOLUNTEER FIRE FND	460.99
414 - CC FIRE DIST #8 VOL FIRE	244.78
427 - INDIGENT HOSPITAL CLAIMS	7,827.04
432 - DWI GRANT FUNDS	8,670.34
435 - CORRECTION GRANTS	4,506.47
437 - ENVIRONMENTAL TAX	197.48
452 - FLOOD CONTROL	14,827.80
628 - PROPERTY VALUATION	3,988.08
631 - OTHER GRANTS & CONTRACTS	37,037.51
635 - EMERGENCY/CAPITAL OUTLAY	6,712.63
650 - DETENTION CONSTRUCTION PJ	2,815.03
Grand Total:	465,879.63

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,777.35
401-2-200-007-000	MEDICAL INSURANCE PA	160,541.29
401-2-200-021-000	VISION CARE PAYABLE	1,642.84
401-6-612-260-000	PROFESSIONAL SERVICE	792.57
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-341-000	UTILITIES	5.52
401-6-622-231-000	NON-EXPENDABLE SUPP	48,835.01
401-6-631-251-000	RENTALS	148.66
401-6-645-341-000	UTILITIES	916.63
401-6-691-243-000	HIGHWAY LIGHTS	519.30
401-6-691-267-000	CONTRACTUAL SERVICES	2,949.35
401-6-691-341-000	UTILITIES	39.40
401-6-692-257-000	FACILITY MAINTENANCE	10,629.71
401-6-692-341-000	UTILITIES	5,098.03
401-6-693-267-000	CONTRACTUAL SERVICES	1,951.68
401-6-693-341-000	UTILITIES	75.93
401-6-694-267-000	CONTRACTUAL SERVICES	309.26
401-6-696-267-000	CONTRACTUAL SERVICES	472.69
401-7-731-260-000	PROFESSIONAL SERVICE	3,990.00
401-7-751-260-000	PROFESSIONAL SERVICE	299.70
401-7-751-267-000	CONTRACTUAL SERVICES	5,000.00
401-7-752-223-000	VEHICLE FUELS	586.74
402-2-200-005-000	GROUP INSURANCE PAY	671.19
402-2-200-007-000	MEDICAL INSURANCE PA	41,622.19
402-2-200-021-000	VISION CARE PAYABLE	386.13
402-6-651-230-000	SUPPLIES/TOOLS	342.31
402-6-651-341-000	UTILITIES	59.19
402-6-653-104-000	TEMPORARY SALARIES	2,707.69
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	48,906.17
402-6-653-230-000	SUPPLIES/TOOLS	409.86
402-6-653-251-000	RENTALS	24,998.22
402-6-653-291-000	ROAD PROJECTS-OTHER	8,736.50
408-8-812-251-000	RENTALS	125.08
408-8-812-340-000	TELEPHONE	21.43
410-8-816-341-000	UTILITIES	371.52
411-8-814-341-000	UTILITIES	152.34
412-8-815-227-000	TRANSPORTATION EXPE	460.99
414-8-819-227-000	TRANSPORTATION EXPE	24.91
414-8-819-251-000	RENTALS	56.18

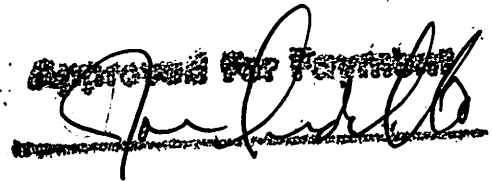
Account Summary

Account Number	Account Name	Expense Amount
414-8-819-341-000	UTILITIES	163.69
427-2-200-005-000	GROUP INSURANCE PAY	206.54
427-2-200-007-000	MEDICAL INSURANCE PA	1,746.20
427-2-200-021-000	VISION CARE PAYABLE	17.31
427-6-639-270-000	PAYMENT OF HOSPITAL	4,656.99
427-6-639-296-000	INDIGENT BURIAL	1,200.00
432-2-200-005-000	GROUP INSURANCE PAY	33.69
432-2-200-007-000	MEDICAL INS. PAYABLE	3,170.00
432-2-200-021-000	VISION CARE PAYABLE	33.32
432-7-761-267-000	CONTRACTUAL SERVICES	5,433.33
435-2-200-005-000	GROUP INSURANCE PAY	73.45
435-2-200-007-000	MEDICAL INSURANCE PA	4,385.90
435-2-200-021-000	VISION CARE PAYABLE	47.12
437-2-200-005-000	GROUP INSURANCE PAY	10.21
437-2-200-021-000	VISION CARE PAYABLE	13.15
437-6-659-341-000	UTILITIES	174.12
452-2-200-005-000	GROUP INSURANCE PAY	182.77
452-2-200-007-000	MEDICAL INSURANCE PA	9,948.95
452-2-200-021-000	VISION CARE PAYABLE	89.87
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	125.00
452-8-832-223-000	VEHICLE FUELS	3,923.74
452-8-832-230-000	SUPPLIES/TOOLS	119.26
452-8-832-251-000	RENTALS	377.61
452-8-832-267-000	CONTRACTUAL SERVICES	43.13
452-8-832-341-000	UTILITIES	17.47
628-2-200-005-000	GROUP INSURANCE PAY	66.84
628-2-200-007-000	MEDICAL INSURANCE PA	3,886.62
628-2-200-021-000	VISION CARE PAYABLE	34.62
631-8-884-260-000	PROFESSIONAL SERVICE	21,287.51
631-8-885-267-000	OTHER CONTRACT SERVI	15,750.00
635-6-671-401-000	ROSWELL - EMERGENCY	6,712.63
650-6-684-228-000	TRANSPORT PRISONERS	2,425.23
650-6-684-230-000	SUPPLIES/TOOLS	389.80
	Grand Total:	465,879.63

Project Account Summary

Project Account Key	Expense Amount
None	465,879.63
Grand Total:	465,879.63

Approved For Payment





Expense Approval Register

Packet: APPKT01347 - CHECK RUN/05/08/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CALIFORNIA STATE DISBURSEMENT					
CALIFORNIA STATE DISBURSE	INV0004597	05/07/2020	200000001891324-SILVA	401-2-200-018-000	173.07
Vendor CALIFORNIA STATE DISBURSEMENT Total:					173.07
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0004605	05/07/2020	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
Vendor CARRIE HARDY Total:					250.00
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0004616	05/07/2020	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004617	05/07/2020	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004618	05/07/2020	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004619	05/07/2020	Douglas C. Hohle Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004620	05/07/2020	Giovanny Ramirez Union Due	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004621	05/07/2020	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004622	05/07/2020	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004623	05/07/2020	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004624	05/07/2020	Pedro J. Silvas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004625	05/07/2020	James Johnson Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004626	05/07/2020	Landon W. Stephenson Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004627	05/07/2020	Jeromy W. Parmer Union Du	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004628	05/07/2020	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004629	05/07/2020	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004630	05/07/2020	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004631	05/07/2020	Miguel Barrientos Union Due	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0004632	05/07/2020	Michael Burkowski Union Du	401-2-200-010-000	25.00
Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:					425.00
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0004614	05/07/2020	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,731.39
NM RETIREE HEALTH CARE A	INV0004614	05/07/2020	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,926.40
NM RETIREE HEALTH CARE A	INV0004614	05/07/2020	NM RETIREE HEALTH CARE P	427-2-200-020-000	103.62
NM RETIREE HEALTH CARE A	INV0004614	05/07/2020	NM RETIREE HEALTH CARE P	432-2-200-020-000	103.31
NM RETIREE HEALTH CARE A	INV0004614	05/07/2020	NM RETIREE HEALTH CARE P	435-2-200-020-000	155.41
NM RETIREE HEALTH CARE A	INV0004614	05/07/2020	NM RETIREE HEALTH CARE P	437-2-200-020-000	56.67
NM RETIREE HEALTH CARE A	INV0004614	05/07/2020	NM RETIREE HEALTH CARE P	452-2-200-020-000	428.26
NM RETIREE HEALTH CARE A	INV0004614	05/07/2020	NM RETIREE HEALTH CARE P	628-2-200-020-000	201.35
NM RETIREE HEALTH CARE A	INV0004615	05/07/2020	NM Retiree HealthCare Law	401-2-200-020-000	2,842.48
Vendor NM RETIREE HEALTH CARE AUTHORITY Total:					12,548.89
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0004598	05/07/2020	000099447-COLLINS	402-2-200-018-000	180.89
STATE OF NEW MEXICO	INV0004599	05/07/2020	000285627-COLLINS	402-2-200-018-000	95.54
STATE OF NEW MEXICO	INV0004600	05/07/2020	000165474-COLLINS	402-2-200-018-000	25.38
STATE OF NEW MEXICO	INV0004601	05/07/2020	000454540-MENDOZA	401-2-200-018-000	159.23
STATE OF NEW MEXICO	INV0004602	05/07/2020	000163548-SERNA	401-2-200-018-000	207.69
STATE OF NEW MEXICO	INV0004604	05/07/2020	A.Perez/Cause# 165742	401-2-200-018-000	260.77
STATE OF NEW MEXICO	INV0004606	05/07/2020	J.JOHNSON 000088516	401-2-200-018-000	449.54
STATE OF NEW MEXICO	INV0004607	05/07/2020	8954 MATTA	437-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0004609	05/07/2020	000386026	402-2-200-018-000	138.46
Vendor STATE OF NEW MEXICO Total:					1,655.96
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0004603	05/07/2020	0013625446-COBOS	401-2-200-018-000	327.23
TEXAS CHILD SUPPORT SDU	INV0004608	05/07/2020	0009646845 MATTA, RAY	437-2-200-011-000	189.98
Vendor TEXAS CHILD SUPPORT SDU Total:					517.21

Expense Approval Register

Packet: APPKT01347 - CHECK RUN/05/08/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: THOMASON LAW FIRM					
THOMASON LAW FIRM	INV0004633	05/07/2020	M-7-CV-2019-00569 Saeje H	401-2-200-011-000	197.73
				Vendor THOMASON LAW FIRM Total:	197.73
				Grand Total:	15,767.86

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	12,024.13
402 - ROAD FUND	2,366.67
427 - INDIGENT HOSPITAL CLAIMS	103.62
432 - DWI GRANT FUNDS	103.31
435 - CORRECTION GRANTS	155.41
437 - ENVIRONMENTAL TAX	385.11
452 - FLOOD CONTROL	428.26
628 - PROPERTY VALUATION	201.35
Grand Total:	15,767.86

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	425.00
401-2-200-011-000	MISCELLANEOUS PAYABL	197.73
401-2-200-018-000	CHILD ENFORCEMENT P	1,827.53
401-2-200-020-000	RETIREE H/C PAYABLE	9,573.87
402-2-200-018-000	CHILD ENFORCEMENT P	440.27
402-2-200-020-000	RETIREE H/C PAYABLE	1,926.40
427-2-200-020-000	RETIREE H/C PAYABLE	103.62
432-2-200-020-000	RETIREE H/C PAYABLE	103.31
435-2-200-020-000	RETIREE H/C PAYABLE	155.41
437-2-200-011-000	MISCELLANEOUS PAYABL	189.98
437-2-200-018-000	CHILD ENFORCEMENT P	138.46
437-2-200-020-000	RETIREE H/C PAYABLE	56.67
452-2-200-020-000	RETIREE H/C PAYABLE	428.26
628-2-200-020-000	RETIREE H/C PAYABLE	201.35
Grand Total:		15,767.86

Project Account Summary

Project Account Key	Expense Amount
None	15,767.86
Grand Total:	15,767.86



A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to read 'G. Smith'. The stamp is mostly illegible but contains some text and a date-like structure.



Expense Approval Register

Packet: APPKT01351 - CHECK RUN/05/15/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount	
Vendor: BELL GAS INC						
BELL GAS INC	306315	05/07/2020	ICE FOR ROAD CREW	402-6-653-230-000	167.00	
					Vendor BELL GAS INC Total:	167.00
Vendor: CHAVES COUNTY CASA						
CHAVES COUNTY CASA	FY 20-10 GS	05/12/2020	CONTINUUM GRANT/Y 19-2	631-8-885-267-000	2,700.00	
CHAVES COUNTY CASA	FY 20-10 YA	05/12/2020	CONTINUUM GRANT/FY 19-2	631-8-885-267-000	780.00	
CHAVES COUNTY CASA	FY 20-9 ALT ED	05/12/2020	CONTINUUM GRANT/FY 19-2	631-8-885-267-000	3,600.00	
					Vendor CHAVES COUNTY CASA Total:	7,080.00
Vendor: CITY OF ROSWELL						
CITY OF ROSWELL	CC020955	05/01/2020	ACCT.#44	437-6-659-242-000	15,976.53	
					Vendor CITY OF ROSWELL Total:	15,976.53
Vendor: CODE 3 SERVICE						
CODE 3 SERVICE	200476	05/12/2020	INSTALLATION/LABOR	631-8-884-231-000	23,433.90	
					Vendor CODE 3 SERVICE Total:	23,433.90
Vendor: COOPERATIVE EDUCATIONAL SVCS.						
COOPERATIVE EDUCATIONAL	24-102176	05/01/2020	ACCT.#CHAVESCOUNTY	401-6-691-230-000	439.00	
COOPERATIVE EDUCATIONAL	24-102181	05/01/2020	ACCT.#CHAVESCOUNTY	401-6-691-230-000	42.36	
COOPERATIVE EDUCATIONAL	24-102182	05/01/2020	ACCT.#CHAVESCOUNTY	401-6-691-230-000	782.70	
COOPERATIVE EDUCATIONAL	24-102764	05/11/2020	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,203.42	
					Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	2,467.48
Vendor: COUNTY OF LEA						
COUNTY OF LEA	CC020942	05/05/2020	ARREST #40725	650-6-684-268-000	700.00	
					Vendor COUNTY OF LEA Total:	700.00
Vendor: DONA ANA COUNTY						
DONA ANA COUNTY	CC020944	05/01/2020	HOUSING OF JUVENILES	401-6-645-268-000	8,364.42	
					Vendor DONA ANA COUNTY Total:	8,364.42
Vendor: GIOVANNY RAMIREZ						
GIOVANNY RAMIREZ	CC020940	05/06/2020	POTTER COUNTY/05/06/20	650-6-684-228-000	10.00	
					Vendor GIOVANNY RAMIREZ Total:	10.00
Vendor: HAGERMAN MUNICIPAL SCHOOLS						
HAGERMAN MUNICIPAL SCH	FY 20-10 HAG-TNT	05/14/2020	LDWI DISTRIBUTION/FY 19-2	432-7-761-267-000	1,000.00	
					Vendor HAGERMAN MUNICIPAL SCHOOLS Total:	1,000.00
Vendor: HERITAGE MEMORIAL ALLIANCE						
HERITAGE MEMORIAL ALLIA	7726	05/01/2020	PERMIT #5240	427-6-639-296-000	600.00	
HERITAGE MEMORIAL ALLIA	7727	05/01/2020	PERMIT #5241	427-6-639-296-000	600.00	
HERITAGE MEMORIAL ALLIA	7741	05/01/2020	PERMIT #5245	427-6-639-296-000	600.00	
					Vendor HERITAGE MEMORIAL ALLIANCE Total:	1,800.00
Vendor: NEW MEXICO GAS COMPANY INC						
NEW MEXICO GAS COMPAN	CC020950	05/01/2020	ACCT.#076424512-0788370-	401-6-645-341-000	43.83	
NEW MEXICO GAS COMPAN	CC020950	05/01/2020	ACCT.#076424512-0788370-	401-6-692-341-000	19.79	
NEW MEXICO GAS COMPAN	CC020950	05/01/2020	ACCT.#076424512-0788370-	401-6-692-341-000	223.99	
NEW MEXICO GAS COMPAN	CC020951	05/06/2020	ACCT.#076846512-0792590-	411-8-814-341-000	31.56	
NEW MEXICO GAS COMPAN	CC020952	05/07/2020	ACCT.#077058012-0794705-	410-8-816-341-000	45.80	
NEW MEXICO GAS COMPAN	CC020953	05/07/2020	ACCT.#077227312-0796398-	408-8-812-341-000	59.81	
NEW MEXICO GAS COMPAN	CC020953	05/07/2020	ACCT.#077227312-1237385-	408-8-812-341-000	35.92	
NEW MEXICO GAS COMPAN	CC020954	05/06/2020	ACCT.#077937001-0803495-	411-8-814-341-000	30.69	
					Vendor NEW MEXICO GAS COMPANY INC Total:	491.39
Vendor: NMAC TREASURERS AFFILIATE						
NMAC TREASURERS AFFILIAT	100	05/12/2020	ANNUAL AFFILIATE DUES/FY	401-7-741-253-000	25.00	
					Vendor NMAC TREASURERS AFFILIATE Total:	25.00

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: QWEST INC					
QWEST INC	CC020946	05/01/2020	ACCT.#N-575-624-0006-508	650-6-684-340-000	305.04
Vendor QWEST INC Total:					305.04
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	13323	05/11/2020	ANNUAL ALLOCATION/FY 19-	401-6-672-426-000	4,791.66
Vendor ROSWELL CHAMBER OF COMMERCE Total:					4,791.66
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	FY 20-5	05/05/2020	ANNUAL ALLOCATION/FY 19-	605-6-672-428-000	6,250.00
Vendor ROSWELL CHAVES COUNTY EDC Total:					6,250.00
Vendor: SCHINDLER ELEVATOR CORP					
SCHINDLER ELEVATOR CORP	7100427781	05/01/2020	ACCT.#5000222100	401-6-692-257-000	1,250.00
Vendor SCHINDLER ELEVATOR CORP Total:					1,250.00
Vendor: SECURITY KEY & SAFE					
SECURITY KEY & SAFE	18703	05/05/2020	LABOR & MATERIAL	401-6-691-257-000	327.00
SECURITY KEY & SAFE	18704	05/05/2020	LABOR & MATERIAL	401-6-691-257-000	785.00
Vendor SECURITY KEY & SAFE Total:					1,112.00
Vendor: SHAMROCK FOODS CO					
SHAMROCK FOODS CO	11478473	05/01/2020	ACCT.#0081964	631-8-883-371-000	2,063.96
SHAMROCK FOODS CO	11480493	05/01/2020	ACCT.#0081964	631-8-883-371-000	3,927.12
SHAMROCK FOODS CO	11482246	05/01/2020	ACCT.#0081964	631-8-883-371-000	3,096.05
SHAMROCK FOODS CO	11483036	05/03/2020	ACCT.#0081964	631-8-883-371-000	675.54
Vendor SHAMROCK FOODS CO Total:					9,762.67
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC020947	05/07/2020	ACCT.#54-3943804-3	401-6-693-341-000	938.57
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-612-341-000	77.03
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-613-341-000	77.03
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-616-341-000	77.03
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-621-341-000	77.03
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-621-341-000	154.06
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-622-341-000	292.18
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-624-341-000	353.27
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-625-341-000	77.03
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-631-341-000	159.37
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-6-632-341-000	103.06
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-7-721-341-000	1,093.82
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-7-731-341-000	648.64
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-7-741-341-000	469.61
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	401-7-751-341-000	1,493.84
SOUTHWESTERN PUBLIC SER	CC020948	05/08/2020	ACCT.#54-3943824-7	427-6-638-341-000	159.38
SOUTHWESTERN PUBLIC SER	CC020949	05/06/2020	ACCT.#54-3949473-4	411-8-814-341-000	148.14
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					6,399.09
Vendor: STUDIO 27 INC					
STUDIO 27 INC	868	05/07/2020	FITNESS TRAIL	631-8-886-267-000	3,235.00
Vendor STUDIO 27 INC Total:					3,235.00
Vendor: TASCOSA OFFICE MACHINES					
TASCOSA OFFICE MACHINES	193514	05/11/2020	ACCT.#R00089	631-8-883-371-000	16,565.70
Vendor TASCOSA OFFICE MACHINES Total:					16,565.70
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	FY 20-10 RR	05/11/2020	LDWI DISTRIBUTION/FY 19-2	432-7-761-267-000	2,333.33
Vendor THE ROSWELL REFUGE Total:					2,333.33
Vendor: TROY YANCEY					
TROY YANCEY	3736	05/01/2020	LABOR & MATERIAL	635-6-682-376-000	22,288.69
Vendor TROY YANCEY Total:					22,288.69
Vendor: VIGILANCE PROJECT					
VIGILANCE PROJECT	QCS0050620-6	05/11/2020	UNDERSTANDING MEXICAN	401-6-642-224-000	350.00
Vendor VIGILANCE PROJECT Total:					350.00

Expense Approval Register

Packet: APPKT01351 - CHECK RUN/05/15/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: VISUAL EDGE, INC VISUAL EDGE, INC	26944765	05/15/2020	ACCT.#003-1539865-000	650-6-684-251-000	286.00
				Vendor VISUAL EDGE, INC Total:	<u>286.00</u>
				Grand Total:	<u>136,444.90</u>

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	23,536.32
402 - ROAD FUND	1,370.42
408 - EAST GRAND PLAINS VOLFIRE	95.73
410 - MIDWAY VOLUNTEER FIRE FND	45.80
411 - BERRENDO VOLUNTEER FIRE	210.39
427 - INDIGENT HOSPITAL CLAIMS	1,959.38
432 - DWI GRANT FUNDS	3,333.33
437 - ENVIRONMENTAL TAX	15,976.53
605 - ECONOMIC DEVELOPMENT PROJ	6,250.00
631 - OTHER GRANTS & CONTRACTS	60,077.27
635 - EMERGENCY/CAPITAL OUTLAY	22,288.69
650 - DETENTION CONSTRUCTION PJ	1,301.04
Grand Total:	136,444.90

Account Summary

Account Number	Account Name	Expense Amount
401-6-612-341-000	UTILITIES	77.03
401-6-613-341-000	UTILITIES	77.03
401-6-616-341-000	UTILITIES	77.03
401-6-621-341-000	UTILITIES	231.09
401-6-622-341-000	UTILITIES	292.18
401-6-624-341-000	UTILITIES	353.27
401-6-625-341-000	UTILITIES	77.03
401-6-631-341-000	UTILITIES	159.37
401-6-632-341-000	UTILITIES	103.06
401-6-642-224-000	EMPLOYEE TRAINING	350.00
401-6-645-268-000	CARE OF PRISONER SER	8,364.42
401-6-645-341-000	UTILITIES	43.83
401-6-672-426-000	CHAMBER OF COMMER	4,791.66
401-6-691-230-000	SUPPLIES/TOOLS	1,264.06
401-6-691-257-000	FACILITY MAINT/REPAIR	1,112.00
401-6-692-257-000	FACILITY MAINTENANCE	1,250.00
401-6-692-341-000	UTILITIES	243.78
401-6-693-341-000	UTILITIES	938.57
401-7-721-341-000	UTILITIES	1,093.82
401-7-731-341-000	UTILITIES	648.64
401-7-741-253-000	DUES & OTHER FEES	25.00
401-7-741-341-000	UTILITIES	469.61
401-7-751-341-000	UTILITIES	1,493.84
402-6-653-104-000	TEMPORARY SALARIES	1,203.42
402-6-653-230-000	SUPPLIES/TOOLS	167.00
408-8-812-341-000	UTILITIES	95.73
410-8-816-341-000	UTILITIES	45.80
411-8-814-341-000	UTILITIES	210.39
427-6-638-341-000	UTILITIES	159.38
427-6-639-296-000	INDIGENT BURIAL	1,800.00
432-7-761-267-000	CONTRACTUAL SERVICES	3,333.33
437-6-659-242-000	LANDFILL EXPENSES	15,976.53
605-6-672-428-000	ECONOMIC GRANTS TO	6,250.00
631-8-883-371-000	EQUIPMENT/MACHINER	26,328.37
631-8-884-231-000	NON-EXPENDABLE SUPP	23,433.90
631-8-885-267-000	OTHER CONTRACT SERVI	7,080.00
631-8-886-267-000	CONTRACTUAL SERVICES	3,235.00
635-6-682-376-000	LAND/BUILDINGS	22,288.69
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-251-000	RENTALS	286.00
650-6-684-268-000	HOUSING OF PRISONERS	700.00

Account Summary

Account Number	Account Name	Expense Amount
650-6-684-340-000	TELEPHONE	305.04
	Grand Total:	136,444.90

Project Account Summary

Project Account Key	Expense Amount	
None	136,444.90	
	Grand Total:	136,444.90

~~Approved For Payment~~
[Handwritten Signature]



Expense Approval Register

Packet: APPKT01359 - CHECK RUN/05/29/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADE INCORPORATED					
ADE INCORPORATED	53085	05/28/2020	ACCT.#NMCHAS	432-7-761-230-000	360.00
Vendor ADE INCORPORATED Total:					360.00
Vendor: AMERICAN LANDS COUNCIL					
AMERICAN LANDS COUNCIL	CC020990	05/28/2020	ANNUAL MEMBERSHIP DUES	401-6-611-253-000	5,000.00
Vendor AMERICAN LANDS COUNCIL Total:					5,000.00
Vendor: BELL GAS INC.					
BELL GAS INC.	23444	05/21/2020	ACCT.#10693	402-6-653-223-000	9,000.31
Vendor BELL GAS INC. Total:					9,000.31
Vendor: CHAVES SOIL & WATER CONSERVATION					
CHAVES SOIL & WATER CONS	CC020989	05/13/2020	ANNUAL ALLOCATION/FY 19-	452-8-832-253-000	5,000.00
Vendor CHAVES SOIL & WATER CONSERVATION Total:					5,000.00
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-103084	05/21/2020	ACCT. #CHAVESCOUNTY	650-6-684-230-000	6,729.78
COOPERATIVE EDUCATIONAL	24-103233	05/27/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	92.74
COOPERATIVE EDUCATIONAL	24-103236	05/27/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	271.45
COOPERATIVE EDUCATIONAL	24-103237	05/27/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	189.41
COOPERATIVE EDUCATIONAL	24-103238	05/27/2020	ACCT.#CHAVESCOUNTY	650-6-684-230-000	306.57
Vendor COOPERATIVE EDUCATIONAL SVCS. Total:					7,589.95
Vendor: CORRHEALTH					
CORRHEALTH	10257	05/01/2020	PROFESSIONAL SERVICES	427-6-639-268-000	151,824.44
Vendor CORRHEALTH Total:					151,824.44
Vendor: ECOLAB INC					
ECOLAB INC	6255478340	05/08/2020	ACCT.#504109395	650-6-684-230-000	1,570.62
ECOLAB INC	6255506455	05/11/2020	ACCT.#504109395	650-6-684-230-000	260.84
Vendor ECOLAB INC Total:					1,831.46
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	FY 20-11 HAG-TNT	05/27/2020	LDWI DISTRIBUTION/FY 19-2	432-7-761-267-000	1,000.00
Vendor HAGERMAN MUNICIPAL SCHOOLS Total:					1,000.00
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC021002	05/20/2020	ACCT.#075706312-0781188-	412-8-815-341-000	28.95
NEW MEXICO GAS COMPAN	CC021003	05/13/2020	ACCT.#078156501-0805690-	650-6-684-341-000	398.71
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-612-341-000	1.96
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-613-341-000	1.31
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-616-341-000	1.31
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-621-341-000	1.31
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-621-341-000	1.95
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-622-341-000	4.95
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-624-341-000	5.99
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-625-341-000	1.31
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-631-341-000	2.70
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-6-632-341-000	1.75
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-7-721-341-000	18.55
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-7-731-341-000	11.00
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-7-741-341-000	7.96
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	401-7-751-341-000	25.33
NEW MEXICO GAS COMPAN	CC021004	05/12/2020	ACCT.#115435453-1201470-	427-6-638-341-000	2.70
Vendor NEW MEXICO GAS COMPANY INC Total:					517.74
Vendor: PETTY CASH FUND-FLOOD CONTROL					
PETTY CASH FUND-FLOOD C	CC020988	05/28/2020	PETTY CASH	452-8-832-221-000	69.00
Vendor PETTY CASH FUND-FLOOD CONTROL Total:					69.00

Expense Approval Register

Packet: APPKT01359 - CHECK RUN/05/29/20

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: QUADIENT FINANCE USA, INC					
QUADIENT FINANCE USA, IN	11677204-1	05/19/2020	ACCT.#7900011001689986	401-6-619-339-000	7,030.00
Vendor QUADIENT FINANCE USA, INC Total:					7,030.00
Vendor: ROBIN A COX STEEL SHIPPING					
ROBIN A COX STEEL SHIPPIN	1-2020	05/19/2020	CONNEX CONTAINER	401-6-691-231-000	5,500.00
Vendor ROBIN A COX STEEL SHIPPING Total:					5,500.00
Vendor: ROSWELL W.F.L., INC					
ROSWELL W.F.L., INC	FY 20-11 WINGS	05/28/2020	LDWI DISTRIBUTION/FY 19-2	432-7-761-267-000	2,333.33
Vendor ROSWELL W.F.L., INC Total:					2,333.33
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC020993	05/14/2020	ACCT.#54-3949471-2	650-6-684-341-000	9,444.69
SOUTHWESTERN PUBLIC SER	CC020994	05/15/2020	ACCT.#54-3943737-1	401-6-691-243-000	33.36
SOUTHWESTERN PUBLIC SER	CC020995	05/20/2020	ACCT.#54-0012497212-2	452-8-832-341-000	95.34
SOUTHWESTERN PUBLIC SER	CC020995	05/19/2020	ACCT.#54-3943772-4	401-6-691-243-000	34.23
SOUTHWESTERN PUBLIC SER	CC020996	05/15/2020	ACCT.#54-3949421-2	412-8-815-341-000	91.58
SOUTHWESTERN PUBLIC SER	CC020996	05/15/2020	ACCT.#54-0010784288-9	412-8-815-341-000	65.44
SOUTHWESTERN PUBLIC SER	CC020997	05/14/2020	ACCT.#54-3949465-4	402-6-651-341-000	778.53
SOUTHWESTERN PUBLIC SER	CC020998	05/15/2020	ACCT.#54-1485939-1	401-6-693-341-000	33.62
SOUTHWESTERN PUBLIC SER	CC020999	05/19/2020	ACCT.#54-3943703-1	401-6-691-243-000	35.86
SOUTHWESTERN PUBLIC SER	CC021000	05/19/2020	ACCT.#54-3943686-9	401-6-691-243-000	30.73
SOUTHWESTERN PUBLIC SER	CC021001	05/22/2020	ACCT.#54-8936266-1	412-8-815-341-000	70.29
Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:					10,713.67
Vendor: SUSAN GOLDSTROM					
SUSAN GOLDSTROM	CC020986	05/11/2020	REIMB/FACE MASKS	635-6-682-370-000	289.88
Vendor SUSAN GOLDSTROM Total:					289.88
Vendor: THE MASTER'S TOUCH					
THE MASTER'S TOUCH	E69686	05/22/2020	FACTORY #69686	401-7-741-339-000	1,553.00
Vendor THE MASTER'S TOUCH Total:					1,553.00
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	115	05/01/2020	ANNAUL ALLOCATION/FY 19-	635-6-671-415-000	17,500.00
Vendor TOWN OF DEXTER Total:					17,500.00
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	045-301006	05/01/2020	ACCT.#42486	635-6-682-380-000	93.75
Vendor TYLER TECHNOLOGIES Total:					93.75
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	27082679	05/20/2020	ACCT.#003-1560570-000	452-8-832-251-000	315.61
VISUAL EDGE, INC	27098970	05/22/2020	ACCT.#003-1539862-000	401-7-741-251-000	203.39
VISUAL EDGE, INC	27119846	05/25/2020	ACCT.#003-1344694-000	401-7-741-251-000	151.76
Vendor VISUAL EDGE, INC Total:					670.76
Grand Total:					227,877.29

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	19,693.33
402 - ROAD FUND	9,778.84
412 - SIERRA VOLUNTEER FIRE FND	256.26
427 - INDIGENT HOSPITAL CLAIMS	151,827.14
432 - DWI GRANT FUNDS	3,693.33
452 - FLOOD CONTROL	5,479.95
635 - EMERGENCY/CAPITAL OUTLAY	17,883.63
650 - DETENTION CONSTRUCTION PJ	19,264.81
Grand Total:	227,877.29

Account Summary

Account Number	Account Name	Expense Amount
401-6-611-253-000	DUES & OTHER FEES	5,000.00
401-6-612-341-000	UTILITIES	1.96
401-6-613-341-000	UTILITIES	1.31
401-6-616-341-000	UTILITIES	1.31
401-6-619-339-000	POSTAGE/FREIGHT	7,030.00
401-6-621-341-000	UTILITIES	3.26
401-6-622-341-000	UTILITIES	4.95
401-6-624-341-000	UTILITIES	5.99
401-6-625-341-000	UTILITIES	1.31
401-6-631-341-000	UTILITIES	2.70
401-6-632-341-000	UTILITIES	1.75
401-6-691-231-000	NON-EXPENDABLE SUPP	5,500.00
401-6-691-243-000	HIGHWAY LIGHTS	134.18
401-6-693-341-000	UTILITIES	33.62
401-7-721-341-000	UTILITIES	18.55
401-7-731-341-000	UTILITIES	11.00
401-7-741-251-000	RENTALS	355.15
401-7-741-339-000	POSTAGE/FREIGHT	1,553.00
401-7-741-341-000	UTILITIES	7.96
401-7-751-341-000	UTILITIES	25.33
402-6-651-341-000	UTILITIES	778.53
402-6-653-223-000	VEHICLE FUELS	9,000.31
412-8-815-341-000	UTILITIES	256.26
427-6-638-341-000	UTILITIES	2.70
427-6-639-268-000	CARE OF PRISONER SER	151,824.44
432-7-761-230-000	SUPPLIES/TOOLS	360.00
432-7-761-267-000	CONTRACTUAL SERVICES	3,333.33
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	69.00
452-8-832-251-000	RENTALS	315.61
452-8-832-253-000	DUES & OTHER FEES	5,000.00
452-8-832-341-000	UTILITIES	95.34
635-6-671-415-000	DEXTER PUBLIC SAFETY	17,500.00
635-6-682-370-000	EQUIPMENT	289.88
635-6-682-380-000	SOFTWARE APPLICATIO	93.75
650-6-684-230-000	SUPPLIES/TOOLS	9,421.41
650-6-684-341-000	UTILITIES	9,843.40
Grand Total:	227,877.29	

Project Account Summary

Project Account Key	Expense Amount
None	227,877.29
Grand Total:	227,877.29

Approved For Payment



May 2020 P-Card Report

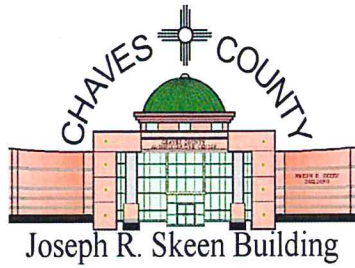
Account	Department	Item Total
401-2-200 Total	Benefit Source (Payroll)	\$7,503.08
401-6-611 Total	Commissioners	(\$1,117.47)
401-6-612 Total	County Manager	\$106.44
401-6-613 Total	Human Resources	\$5,148.85
401-6-614 Total	Safety	(\$269.09)
401-6-616 Total	Fire & Emergency Services	\$1,357.86
401-6-619 Total	Working Capital	\$176.38
401-6-621 Total	Public Works	\$1,309.89
401-6-622 Total	Information Technology	\$11,530.46
401-6-624 Total	Planning & Zoning	\$3,902.24
401-6-625 Total	Purchasing	\$141.41
401-6-631 Total	Finance Dept	\$182.18
401-6-632 Total	Community Development	\$180.71
401-6-641 Total	Detention Administration	\$47.96
401-6-642 Total	Adult Detention	\$3,496.97
401-6-691 Total	Facility Maintenance	\$14,207.36
401-6-692 Total	Courthouse Maintenance	\$1,186.29
401-6-693 Total	Facility Maintenance. Health Dept.	\$478.80
401-6-694 Total	Facility Maintenance. CC Road Dept.	\$1,913.52
401-6-696 Total	Operating Exp - CCDC	\$2,794.58
401-6-699 Total	St. Mary Complex	\$894.49
401-7-721 Total	Clerk Admin	\$927.69
401-7-731 Total	Assessor Admin	\$587.46
401-7-732 Total	Assessor Appraisal	\$398.00
401-7-741 Total	Treasurer Dept.	\$1,672.64
401-7-751 Total	Sheriff Admin	\$15,202.05
401-7-752 Total	Sheriff Patrol & Investigation	\$37,143.08
402-6-651 Total	Road Admin	\$1,440.12
402-6-652 Total	Road Shop	\$2,748.02
402-6-653 Total	Road Construction & Maintenance	\$30,801.47
407-8-811 Total	Dunken FD	\$743.14
408-8-812 Total	East Grand Plains FD	\$2,424.50
409-8-813 Total	Penasco FD	\$2,203.70
410-8-816 Total	Midway FD	\$4,692.06
411-8-814 Total	Berrendo FD	\$3,079.58
411-8-828 Total	Berrendo FD	\$2,490.89
412-8-815 Total	Sierra FD	\$1,831.14
413-8-818 Total	Rio Felix FD	\$491.82
414-8-819 Total	Fire District #8	\$1,219.18
427-6-638 Total	Indigent	\$172.68
430-7-753 Total	Law Enforcement	\$8,411.33

432-7-761 Total	DWI	\$5,857.23
432-7-763 Total	CDWI	\$5,249.00
432-7-766 Total	DWI	\$987.12
435-6-643 Total	Court Services	\$32.65
437-6-659 Total	Environmental Tax	\$595.68
452-8-832 Total	Flood Dept.	\$6,463.16
620-7-725 Total	Clerk	\$123.64
628-7-733 Total	Assessor	\$199.00
631-8-872 Total	Other Grant's & Contracts	\$5,158.53
631-8-883 Total	Other Grant's & Contracts	\$12,061.97
631-8-884 Total	Other Grant's & Contracts	\$9,714.17
631-8-886 Total	Other Grant's & Contracts	\$500.00
635-6-682 Total	Emergency & Capital Outlay	\$41,222.32
650-6-684 Total	CCDC Construction Fund	\$14,795.86
670-6-671 Total	Internal Services	\$7,136.38
Grand Total		\$283,950.17

Chaves County Clerk's Office

COMMISSIONERS

Dave Kunko
 #1 St. Mary's Place
 PO Box 580
 Roswell, NM 88203
 Phone: 575-624-6614
 Fax: 575-624-6523
 Email: coclerk@co.chaves.nm.us



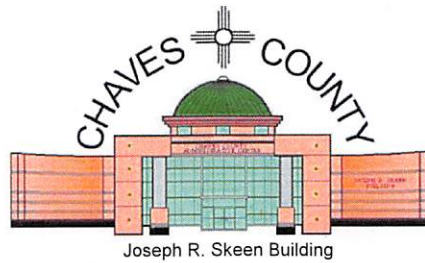
- Dara Dana • District 1
- T Calder Ezzell Jr • District 2
- Jeff Bilberry • District 3
- Robert B. Corn • District 4
- William E. Cavin • District 5

Summary Report

05/01/2020-05/31/2020

CLERK FEES (EQUIPMENT)	\$ 4,452.00
GEN CLERK'S FEES	\$ 14,184.00
LIQUOR LICENSE	\$ -
CHILDREN'S TRUST FUND	\$ 345.00
PROBATE	\$ 504.20
PHOTOCOPIES.....	\$ 313.30
GOVT GROSS RECEIPTS TAX	\$ 169.48
TOTAL AMOUNT:	<u>\$19,967.98</u>
 TOTAL DOCUMENTS FILED	 666
 NEW MARRIAGE LICENSES	 23
NEW PROBATES	12
NEW SURVEYS	5
NEW PLATS	2
 VOTER CHANGES	 311
NEW REGISTRANTS	95
 REPUBLICANS	 16265
DEMOCRATS	9570
LIBERTARIANS	279
OTHER	7555

**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
Robert Corn · District 4
William E. Cavin · District 5

Road Operations Director
Joe E. West

County Manager
Stanton L. Riggs

May 2020

MAN-HOURS	7,498.50	
MANPOWER COST		\$251,143.67
MAN-HOURS ON ROAD PROJECTS	6,126.50	
MANPOWER COST ON ROAD PROJECTS		\$207,945.01
MILES BLADED	165.53	
MILES MOWED	243.99	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,906.70	
VEHICLE AND EQUIPMENT COSTS		\$229,332.31
GALLONS WATER HAULED	305,050.00	
COST OF CITY WATER		\$128.90
COST OF PRIVATE BILLED WATER		\$0.00
MATERIAL HAULED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	720.00	\$7,978.60
BASE COURSE USED ON ROAD PROJECTS	20.00	\$66.80
COLD MIX USED ON ROAD PROJECTS	89.10	\$9,088.20
FINES USED ON ROAD PROJECTS	0.00	\$0.00
MILLINGS	0.00	\$0.00
PIT RUN USED ON ROAD PROJECTS	0.00	\$0.00
RIP RAP USED ON ROAD PROJECTS	0.00	\$0.00
ROAD OIL		\$57,854.93
DEMURRAGE		\$0.00
GAS (gallons)	2330.66	\$2,172.53
DIESEL (gallons)	7457.60	\$10,242.78
GAS - Dunken (gallons)	267.40	\$245.58
DIESEL - Dunken (gallons)	524.00	\$655.11
COST OF ROADWORK		\$525,710.74
COST OF SOLID WASTE		\$44,009.34


JOE E. WEST
ROAD OPERATIONS DIRECTOR

Sheriff's Office
CHAVES COUNTY

#1 Saint Mary's Place
P.O. Box 1396
Roswell, New Mexico 88203
(575) 624-6500

Mike Herrington, Sheriff

Sheriff's Monthly Statistics Report

May 2020

Commission Meeting: June 18,2020

Total Number of Arrests: 69

Adult: 67

Juvenile: 2

Total Number of DWI's: 10

Total Number of Arrest Citations: 7

Adult: 4

Juvenile: 3

Total Number of Non-Traffic

Citations: 3

Total Number of Traffic Citations: 144

Total Number of Accident Reports: 13

CCSO Mileage Report
MAY2020

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total	
900	2013	Ford	Taurus	Beagles-Clar, Amanda	145731	147836	2105	
901	2016	Ford	F-250 Crew Cab	Whitzel, David	127897	129512	1615	
902	2009	Ford	F-150	Spare Hendricks	191410	192810	1400	
903	2014	Ford	F-150	Serna, Jimmy	92456	93741	1285	
905	2017	Ford	F-150	Hohle, Doug	59162	60750	1588	
907	2011	Ford	F-250 Crew Cab	Silva, Miguel	224272	226364	2092	
908	2013	Ford	Taurus	Ramos, Raul	145440	147269	1829	
909	2019	Ford	F-150	Hite, Laura	18465	19658	1193	
910	2014	Ford	F-150 4x4	Yslas, Charles	93487	94234	747	
911	2016	Ford	Expedition 4x4	Johnson, James	95238	96719	1481	
913	2016	Ford	Expedition 4x4	Ray, Mike	69142	69617	475	
914	2018	Ford	Taurus	Parmer, Jeremy	41145	42754	1609	
915	2008	Dodge	Charger	Ornelas, Daniel	98432	98730	298	
916	2018	Ford	Explorer	Cassidy Maria	37201	39072	1871	
917	2018	Ford	Explorer	Shannon, Mike	51105	53119	2014	
918	2006	Ford	Van	Transport	121375	121375	0	
919	2009	Ford	Crown Victoria	Martinez, Joshua-Broken OD	128383	128383	0	
920	2008	Ford	Crown Victoria	CID Spare Broken Odometer	91880	91880	0	
922	2018	Ford	Explorer	Ramirez, Joel	26855	27890	1035	
923	2005	Ford	F-150	Sanchez, Jacob	113596	114122	526	
925	2018	Ford	Explorer	Barrientos, Miguel	48407	50190	1783	
928	2010	Dodge	Van	Transport	158279	158304	25	
929	2013	Ford	Explorer	Burkowski, Michael	70779	71260	481	
930	2014	Ford	Taurus	Perez, Agustin	51437	51819	382	
931	2008	Ford	Crown Victoria	Spare	121689	121689	0	
933	2017	Ford	Explorer	Stephenson, Landon	43313	44930	1617	
934	2017	Ford	Explorer	Salas, Andres	91851	94027	2176	
935	2017	Ford	Explorer	Hendrix, Scott-Wrecked	84254	86301	2047	
937	2015	Chevy	Caprice	De La Cerda, Nathaniel	89320	91609	2289	
939	2015	Chevy	Caprice	Spare-Damaged	91911	91911	0	
940	2010	Ford	F-150	Spare-Serrano	155758	155758	0	
941	2014	Ford	Taurus	Cobos, Isaac	104664	106685	2021	
943	2014	Ford	Taurus	Kennard, Gauge	95276	97230	1954	
944	2014	Ford	Taurus	Ramirez, Giovanni	103961	104712	751	
945	2014	Ford	Taurus	Silvas, Pedro	118499	120463	1964	
946	2014	Ford	Taurus	Nava, Isaac	125915	127805	1890	
947	2013	Chevy	Tahoe	Herrington, Mike	59988	60786	798	
948	2011	Ford	Crown Victoria	Avila, Ignacio	125150	125565	415	
951	2010	Ford	Crown Victoria	McDaniel, Dallas	95413	96201	788	
952	2010	Ford	Expedition	Spare	139912	139912	0	
953	2010	Ford	Expedition	Spare-Wrecked	128040	128040	0	
955	2013	Ford	Focus	CID Spare-Civilian	96040	96040	0	
956	2014	Ford	Taurus	Conklin, Benjamin	114279	114438	159	
957	2014	Ford	Taurus	Padilla, Olivia	125217	126679	1462	
960	2007	Ford	Crown Victoria	Spare	114520	114520	0	
961	2018	Ford	Van	Transport	16668	17140	472	
962	2015	Dodge	Caravan	Transport	111864	113557	1693	
975		Ford	F-550 Diesel	Crime Scene Truck	214782	214782	0	
977	2019	Ford	F-150	Drake, Charles	15727	18173	2446	
978	2019	Ford	F-150	Mason, James	10104	11175	1071	
980	2012	Chevy	Tahoe	Hardy, Travis	117005	119392	2387	
981	2011	Chevy	Tahoe	Sedillo, Tony	103490	103851	361	
TOTAL:							54595	

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