CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING AGENDA
June 27, 2019 –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. ICIP- Seeking Public Opinion and Input for Projects to be Added to the 2021-2025 Chaves County Infra-Structure Capital Improvements Plan (ICIP) Annual Update

2. Ordinance O-104 Franchise Agreement with Central Valley Electric Cooperative, Inc.

3. Ordinance O-105 Franchise Agreement with Otero County Electric Cooperative, Inc

B. AGREEMENTS AND RESOLUTIONS

4. **A.** Amendment No. 1 Agreement A-18-022 between Chaves County and Dexter Municipal School District

   B. Amendment No. 1 Agreement A-18-023 between Chaves County and Diane Taylor

   C. Amendment No. 1 Agreement A-18-024 between Chaves County and Dianne S. Meda

   D. Amendment No. 1 Agreement A-18-026 between Chaves County and Hagerman Municipal School

F. Amendment No. 1 Agreement A-18-027 between Chaves County and Lake Arthur Municipal School District

G. Amendment No. 1 Agreement A-18-028 between Chaves County and Frank G. Magourilos

I. Amendment No. 1 Agreement A-18-029 between Chaves County and Character County for Project Graduation

J. Amendment No. 1 Agreement A-18-030 between Chaves County and Roswell Refuge of Chaves County

K. Amendment No. 1 Agreement A-18-031 between Chaves County and Serenity Counseling

L Amendment No. 1 Agreement A-18-032 between Chaves County and WINGS for L.I.F.E

5. Amendment Agreement A-19-001 Requesting Approval for an Amendment to Agreement A-19-001 CDBG Grant #18-C-NR-I-03-G-18 Adjusting the Project Balance

6. **A**. Agreement A-19-010 between Chaves County and Chaves County CASA for Youth Advocacy Program

   B.Agreement A-19-011 between Chaves County and Chaves County CASA for Gender Specific Program

   C.Agreement A-19-012 between Chaves County and Chaves County CASA for Alternative Education

   D.Agreement A-19-013 between Chaves County and WINGS for L.I.F.E for the Building Assets Program

   E.Agreement A-19-014 between Chaves County and WINGS for L.I.F.E for Why Try Middle School Program

7. Agreement A-19-017 Requesting Ratification of Agreement A-19-017 between Chaves County and the NM Department of Finance and Administration for Appropriation #19-D2948 in the amount of $100,000.00

8. Agreement A-19-018 between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY18/19

9. Agreement A-19-019 between Chaves County and the New Mexico Transportation- Traffic Safety Division

10. Agreement A-19-020 between Chaves County and Tyler Technologies for a Document Management System

11. Agreement A-19-021 between Chaves County and Insight Investment

12. **A**. Agreement A-19-026 for Kansas State Bank (Lease)

    B.Agreement A-19-027 for Utility Inc. for Equipment and Support Contract will be GSA (GS-07F-6060R)

13. Agreement A-19-028 2019 Leprino Foods 2019 Road Maintenance Agreement

14. Agreement A-19-029 between Chaves County and Roswell Chamber of Commerce for Economic Development Services

15. Resolution R-19-019 Requesting Ratification of Resolution R-19-019 between Chaves County and the NM Department of Transportation for Appropriation #19-D3312 in the amount of $250,000.00

16. Resolution R-19-020 Requesting Ratification for Resolution R-19-020 between Chaves County and the NM Department of Transportation for Appropriation #19-D3314 in the amount of $569,000.00

17. Resolution R-19-021 Appointment to the County Board of Registration

18. Resolution R-19-022 Designating the Polling Places for the 2019 and 2021 Local Elections and 2020 Primary and General Elections

19. Resolution R-19-023 Adjusting Precinct Boundaries

20. Resolution R-19-024 Deletion of Property & Proposed Disposition

21. Resolution R-19-025 to Enhance New Mexico's Economic Development Competitiveness and Availability of Good Careers and Good Paying Jobs for New Mexico Citizens

22. Resolution R-19-026 Opposing the Relocation of Asylum-Seekers to Chaves County and Request for Border Check Points to be Reopened and Remain a Priority

23. Resolution R-19-027 Accepting 2019-2020 NMDOT LGRF County Arterial Program

24. Resolution R-19-028 Adopting 2019/2020 NMDOT LGRF Cooperative Program

25. Resolution R-19-029 Accepting 2019/2020 NMDOT LGRF School Bus Program

C. OTHER BUSINESS

26. Appointment for DWI Planning Council Voting Members

27. Remove Harold Hobson from the Roswell-Chaves Count Extraterritorial Zoning Commission and Appoint him to the Planning and Zoning Commission

28. Appointment of Members to the Roswell-Chaves County Extraterritorial Zoning Commission

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

Public Hearing seeking Public Opinion and input for projects to be added to the 2021-2025 Chaves County Infra-Structure Capital Improvements Plan (ICIP) Annual update.

MEETING DATE: 6/27/2019

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Public Hearing to seek Public Opinion and Input for Projects to be added to the 2021-2025 ICIP

Item Summary: In the interest of full transparency, Chaves County is required to hold a Public Hearing to seek out and obtain ideas for projects to be added to the 2021 - 2025 annual Infra-Structure Capital Improvements Plan.

SUPPORT DOCUMENTS: Project Summary for 2020-2024 ICIP

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
30981	2021-019	Sierra VFD New Water Tender	Vehicles - Public Safety Vehicle	0	0	500,000	0	0	0	500,000	500,000	No
28183	2021-020	Dunken VFD - Urban Interface Wildland Unit	Vehicles - Public Safety Vehicle	102,831	0	107,169	0	0	0	210,000	107,169	No
29660	2021-021	Sierra VFD Purchase new EMS Unit	Vehicles - Public Safety Vehicle	0	0	0	35,000	0	0	35,000	35,000	No
31006	2021-022	Sierra VFD - Confined Space Rescue Equipment	Equipment - Public Safety Equipment	0	0	120,000	0	0	0	120,000	120,000	No
30988	2021-023	Sierra VFD - Fire Engine Purchase	Vehicles - Public Safety Vehicle	0	0	350,000	0	0	0	350,000	350,000	No
32596	2021-024	JOY Center Lake Arthur Remodel/Repair	Facilities - Senior Facilities	0	0	35,000	35,000	0	0	70,000	70,000	No
33785	2021-025	Berrendo VFD Personal Protective Equip.	Equipment - Public Safety Equipment	0	0	35,000	0	0	0	35,000	35,000	No
33790	2021-026	Berrendo VFD Cascade Trailer	Equipment - Public Safety Equipment	0	0	100,000	0	0	0	100,000	100,000	No
26455	2021-027	Sierra VFD - Concrete Pad/Repairs Station #3	Facilities - Fire Facilities	0	0	35,000	0	0	0	35,000	35,000	Yes
34833	2021-028	In line Pressure Pump Sta. 4	Facilities - Fire Facilities	0	0	30,000	0	0	0	30,000	30,000	No
32489	2021-029	Sierra VFD Urban Inter-Face Wildland Unit Purchase	Vehicles - Public Safety Vehicle	0	0	135,000	0	0	0	135,000	135,000	No
34882	2021-030	District 8 Bunker Gear Purchase	Equipment - Public Safety Equipment	0	0	50,000	0	0	0	50,000	50,000	No
24210	2021-031	Rio Felix VFD - New Urban Interface Brush Unit	Vehicles - Public Safety Vehicle	104,888	0	100,000	0	0	0	204,888	100,000	No
34898	2021-032	Rio Felix VFD Purchase new Wildland PPE	Equipment - Public Safety Equipment	0	0	20,000	0	0	0	20,000	20,000	No
34902	2021-033	Chaves Co. Road Dept. Hobson Rd. Phase 5	Transportation - Highways/Roads/Bridges	1,084,940	0	853,765	853,765	853,765	853,765	4,500,000	3,415,060	Yes
29648	2021-034	Roswell Joy Center Air Conditioner Replacement	Facilities - Senior Facilities	0	0	75,000	0	0	0	75,000	75,000	No
29914	2021-035	NM Senior Olympics New Vehicle Purchase	Vehicles - Senior Facility Vehicle	0	0	50,000	0	0	0	50,000	50,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
32488	2020-066	Sierra VFD #4 In Line Pressure Pump	Facilities - Fire Facilities	0	25,000	0	0	0	0	25,000	25,000	No
30976	2020-067	District 8 New Fire Engine	Vehicles - Public Safety Vehicle	439,814	100,000	0	0	0	0	539,814	100,000	No
34828	2020-068	Replace Airpacks and Bottles	Equipment - Public Safety Equipment	0	100,000	0	0	0	0	100,000	100,000	No
33803	2020-069	Midway VFD Purchase new EMS Quick Response	Equipment - Public Safety Equipment	0	65,000	0	0	0	0	65,000	65,000	No
33782	2020-070	Berrendo VFD - New Skid Unit	Equipment - Public Safety Equipment	0	35,000	0	0	0	0	35,000	35,000	No
33783	2020-071	Berrendo VFD Engine upgrade	Equipment - Public Safety Equipment	0	50,000	0	0	0	0	50,000	50,000	No
28139	2020-072	Berrendo VFD - Construct New Station #2	Facilities - Fire Facilities	200,000	400,000	0	0	0	0	600,000	400,000	Yes
33774	2020-073	Planning and Zoning Drone Program	Equipment - Public Safety Equipment	0	15,000	15,000	0	0	0	30,000	30,000	Yes
25148	2020-074	District 8-Urban Interface Wildland Fire Apparatus	Vehicles - Public Safety Vehicle	0	250,000	0	0	0	0	250,000	250,000	No
31159	2020-075	Roswell JOY Centers Parking Lots Repairs	Facilities - Senior Facilities	0	174,000	0	0	0	0	174,000	174,000	No
34818	2020-076	New Vans for Southeast NM Veterans Transport Netwo	Transportation - Other	0	150,000	0	0	0	0	150,000	150,000	No
34871	2020-077	Midway Fire Station 1 Remodel	Facilities - Fire Facilities	0	100,000	0	0	0	0	100,000	100,000	Yes
23141	2020-078	Rio Felix VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	30,000	0	0	0	0	30,000	30,000	No
31061	2021-001	Sheriff - Public Safety Vehicles 21	Equipment - Public Safety Equipment	0	0	235,000	0	0	0	235,000	235,000	No
23117	2021-002	Dunken VFD - Purchase New/Used Vacuum Tanker	Vehicles - Public Safety Vehicle	405,893	0	350,000	0	0	0	755,893	350,000	No
19360	2021-003	EGP VFD - Purchase Training Equipment	Equipment - Public Safety Equipment	0	0	15,000	0	0	0	15,000	15,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year	Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
26463	2020	033	Detention - Vehicles	Vehicles - Public Safety Vehicle	0	35,000	0	0	0	0	35,000	35,000	No
29655	2020	034	Roswell Joy Center New Kitchen Equipment Purchase	Facilities - Senior Facilities	0	40,000	0	0	0	0	40,000	40,000	No
28157	2020	035	Midway VFD -Recertify/Repair SCBAs & Spare Bottles	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
19445	2020	036	Dunken VFD - 300 Gallon Slide-In Unit	Equipment - Public Safety Equipment	0	30,000	0	0	0	0	30,000	30,000	No
23094	2020	037	District 8 VFD - New Fire Station Addition	Facilities - Fire Facilities	0	40,000	500,000	30,000	0	0	570,000	570,000	Yes
23140	2020	038	Rio Felix VFD -Water Well & Pressurized Water Tank	Facilities - Fire Facilities	0	150,000	0	0	0	0	150,000	150,000	No
23046	2020	039	Facility Maintenance - Vehicle Replacement	Equipment - Public Safety Equipment	0	25,000	25,000	25,000	25,000	25,000	125,000	125,000	Yes
26428	2020	040	Berrendo VFD - New Water Tanker	Equipment - Public Safety Equipment	0	350,000	0	0	0	0	350,000	350,000	No
26415	2020	041	Midway VFD - Chip Seal Station #2	Facilities - Fire Facilities	0	30,000	0	0	0	0	30,000	30,000	No
28445	2020	042	EGP - Training Room Furniture and Flooring	Facilities - Fire Facilities	0	30,000	0	0	0	0	30,000	30,000	No
32449	2020	043	Road Department - New Radios/Radio Equipment	Equipment - Public Safety Equipment	0	15,000	15,000	15,000	15,000	15,000	75,000	75,000	Yes
23077	2020	044	Road Department-Maintenance Equipment	Equipment - Public Safety Equipment	0	767,000	331,000	582,000	516,000	293,000	2,489,000	2,489,000	Yes
28233	2020	045	Sierra VFD - Emergency Communications Equipment	Equipment - Public Safety Equipment	0	100,000	0	0	0	0	100,000	100,000	No
30993	2020	046	Sierra VFD - Thermal Imaging Cameras	Equipment - Public Safety Equipment	0	40,000	0	0	0	0	40,000	40,000	No
30975	2020	047	District 8 Training Equipment	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
24187	2020	048	Dunken VFD - Purchase & Equip Incident Command Veh	Vehicles - Public Safety Vehicle	0	85,000	0	0	0	0	85,000	85,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

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22111	2020-017	EGP VFD - Purchase New Radios and Pagers	Facilities - Administrative Facilities	0	15,000	0	0	0	0	15,000	15,000	No
23114	2020-018	Dunken VFD - Chip Seal Station Parking Lot	Facilities - Fire Facilities	0	100,000	0	0	0	0	100,000	100,000	No
24212	2020-019	Rio Felix VFD - New Fire Engine	Equipment - Public Safety Equipment	398,450	100,000	0	0	0	0	498,450	100,000	No
19452	2020-020	Dunken VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	35,000	0	0	0	0	35,000	35,000	No
29656	2020-021	Chaves County Joy Center Parking Lot Repairs	Facilities - Senior Facilities	0	90,000	47,000	37,000	0	0	174,000	174,000	Yes
23112	2020-022	Dunken VFD -Purchase New Office/Training Equipment	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	Yes
26420	2020-023	Midway VFD - New Radio Equipment	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
26407	2020-024	EGP VFD - New Communications Equipment	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
32580	2020-025	Midway JOY Center - New Floor	Facilities - Other	0	35,000	0	0	0	0	35,000	35,000	No
28185	2020-026	District 8 VFD - New Communications Equipment	Equipment - Public Safety Equipment	0	35,000	0	0	0	0	35,000	35,000	No
33788	2020-027	Berrendo VFD Search & Rescue ATV	Equipment - Public Safety Equipment	0	50,000	0	0	0	0	50,000	50,000	Yes
32541	2020-028	Sheriff In-Car Camera and Server Replacement 2021	Equipment - Public Safety Equipment	0	135,000	0	0	0	0	135,000	135,000	No
32591	2020-029	JOY Center - Lake Arthur Roof and Equipment	Facilities - Senior Facilities	0	50,000	0	0	0	0	50,000	50,000	No
26454	2020-030	Sierra VFD - Concrete Pads at Station 1	Facilities - Fire Facilities	0	40,000	0	0	0	0	40,000	40,000	No
28140	2020-031	Penasco VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	35,000	0	0	0	0	35,000	35,000	No
19446	2020-032	Dunken VFD - Water Well For Fire Station	Facilities - Administrative Facilities	0	200,000	200,000	0	100,000	0	500,000	500,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

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28242	2020-001	Road Department -Hobson Road Pavement Preservation	Transportation - Highways/Roads/Bridges	1,084,940	683,012	683,012	683,012	683,012	683,012	4,500,000	3,415,060	Yes
32433	2020-002	ADA Elevator for Chaves County Courthouse	Facilities - Administrative Facilities	246,800	238,528	0	0	0	0	485,328	238,528	Yes
31268	2020-003	Public Safety & Services Radio Communication Syste	Equipment - Public Safety Equipment	1,390,000	312,000	312,000	312,000	312,000	312,000	2,950,000	1,560,000	Yes
33805	2020-004	Chaves County Courhouse Window Replacement	Facilities - Administrative Facilities	0	250,000	200,000	0	0	0	450,000	450,000	Yes
31053	2020-005	Sheriff - Public Safety Vehicles	Equipment - Public Safety Equipment	0	235,000	0	0	0	0	235,000	235,000	No
22124	2020-006	Chaves County Courthouse - Emergency Generator	Facilities - Other	0	50,000	100,000	0	0	0	150,000	150,000	Yes
28207	2020-007	Chaves County Voting Warehouse	Facilities - Administrative Facilities	0	150,000	250,000	0	0	0	400,000	400,000	Yes
23433	2020-008	Road Dept - Red Bridge Rd. Pavement Preservation	Transportation - Highways/Roads/Bridges	0	587,500	562,500	0	0	0	1,150,000	1,150,000	Yes
23069	2020-009	Road Dept - E Pine Lodge Rd. Pavement Preservation	Transportation - Highways/Roads/Bridges	0	875,000	875,000	850,000	800,000	0	3,400,000	3,400,000	Yes
29985	2020-010	CCAC Area D Restroom Facilities	Facilities - Other	0	50,000	200,000	0	0	0	250,000	250,000	Yes
31060	2020-011	Sheriff In Car Computer Replacement	Facilities - Administrative Facilities	0	100,000	0	0	0	0	100,000	100,000	No
28244	2020-012	Road Department - Structure Replacements	Transportation - Highways/Roads/Bridges	135,000	215,000	215,000	215,000	215,000	0	995,000	860,000	Yes
31052	2020-013	Sheriff - VHF Radio System Updgrade	Equipment - Public Safety Equipment	1,130,000	312,000	312,000	312,000	312,000	312,000	2,690,000	1,560,000	Yes
24188	2020-014	EGP VFD - New Skid Unit for Fire/EMS Mule	Equipment - Public Safety Equipment	0	15,000	0	0	0	0	15,000	15,000	No
23078	2020-015	Road Department-Purchase Road Vehicles	Vehicles - Public Safety Vehicle	0	90,000	90,000	90,000	90,000	90,000	450,000	450,000	Yes
19518	2020-016	Road Department - Solid Waste Convenience Centers	Facilities - Other	221,910	115,000	115,000	115,000	115,000	0	681,910	460,000	Yes

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

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29501	2020-049	Replace 1991 International Tanker	Vehicles - Public Safety Vehicle	0	350,000	0	0	0	0	350,000	350,000	No
29910	2020-050	NM Senior Olympics Building Renovation	Facilities - Administrative Facilities	0	260,000	0	0	0	0	260,000	260,000	No
23115	2020-051	Dunken VFD - Water Well/Water Storage Tank	Facilities - Fire Facilities	0	150,000	0	0	0	0	150,000	150,000	Yes
28143	2020-052	Penasco VFD - New Communications Equipment	Equipment - Public Safety Equipment	0	20,000	0	0	0	0	20,000	20,000	No
28146	2020-053	Midway VFD - Construct Station #3	Facilities - Fire Facilities	0	650,000	0	0	0	0	650,000	650,000	Yes
32478	2020-054	Rio Felix New Radio Equipment Purchase	Equipment - Public Safety Equipment	0	15,000	0	0	0	0	15,000	15,000	No
28145	2020-055	Midway VFD - Urban Interface Wildland Unit	Vehicles - Public Safety Vehicle	98,838	251,162	0	0	0	0	350,000	251,162	No
31017	2020-056	Senior Olympics - New Truck	Vehicles - Senior Facility Vehicle	0	65,000	0	0	0	0	65,000	65,000	No
31015	2020-057	Senior Olympics Office Equip & Furniture	Facilities - Administrative Facilities	0	35,000	0	0	0	0	35,000	35,000	No
32483	2020-058	Sierra VFD - Polaris ATV Purchase	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
32484	2020-059	Sierra VFD Drill New Water Well for Station #3	Facilities - Fire Facilities	0	50,000	0	0	0	0	50,000	50,000	No
29649	2020-060	Chaves County Joy Center Vehicle Purchase	Facilities - Senior Facilities	0	111,825	111,825	117,416	123,287	0	464,353	464,353	Yes
33786	2020-061	Berrendo VFD Command Vehicle w/Skid Unit	Vehicles - Public Safety Vehicle	0	115,000	0	0	0	0	115,000	115,000	No
32473	2020-062	New Veterans Vans for SENM Transportation Network	Transportation - Other	0	90,000	0	0	0	0	90,000	90,000	No
33789	2020-063	Berrendo VFD Enclosed Trailer	Equipment - Public Safety Equipment	0	25,000	0	0	0	0	25,000	25,000	No
29919	2020-064	NM Senior Olympics Van Purchase	Facilities - Administrative Facilities	0	50,000	0	0	0	0	50,000	50,000	No
24219	2020-065	Sierra VFD - Purchase new Fire Tanker	Vehicles - Public Safety Vehicle	0	500,000	0	0	0	0	500,000	500,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year	Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
33622	2021	004	Sheriff - VHF Radio System Upgrade 2021	Equipment - Public Safety Equipment	1,170,000	0	390,000	390,000	390,000	390,000	2,730,000	1,560,000	Yes
19358	2021	005	EGP VFD - Purchase New Thermal Imaging Camera	Equipment - Public Safety Equipment	0	0	30,000	0	0	0	30,000	30,000	No
26409	2021	006	Midway VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	0	50,000	0	0	0	50,000	50,000	No
19429	2021	007	Midway VFD - Water Well/Water Storage Tanks	Facilities - Fire Facilities	0	0	480,000	0	0	0	480,000	480,000	Yes
28141	2021	008	Penasco VFD - Urban Interface Wildland Unit	Vehicles - Public Safety Vehicle	104,888	0	245,112	0	0	0	350,000	245,112	No
25149	2021	009	District 8 VFD - Purchase/Replace Fire Hose	Equipment - Public Safety Equipment	0	0	100,000	0	0	0	100,000	100,000	No
32490	2021	010	Sierra VFD Command Vehicle Purchase	Equipment - Public Safety Equipment	0	0	80,000	0	0	0	80,000	80,000	No
22108	2021	011	Road Dept -West Berrendo Rd. Pavement Preservation	Transportation - Highways/Roads/Bridges	0	0	531,250	506,250	0	0	1,037,500	1,037,500	Yes
26471	2021	012	Road Dept - McGaffey Road Pavement Preservation	Transportation - Highways/Roads/Bridges	0	0	475,000	450,000	0	0	925,000	925,000	Yes
34794	2021	013	Purchase New In-Car Video Equipment 2021	Equipment - Public Safety Equipment	0	0	135,000	0	0	0	135,000	135,000	No
33784	2021	014	Berrendo VFD New SCBA & Bottles	Equipment - Public Safety Equipment	0	0	40,000	0	0	0	40,000	40,000	No
33787	2021	015	Berrendo VFD Rescue Air Bags and equipment	Equipment - Public Safety Equipment	0	0	50,000	0	0	0	50,000	50,000	No
19441	2021	016	Penasco VFD - Water Storage Tanks	Facilities - Fire Facilities	0	0	250,000	0	0	0	250,000	250,000	Yes
19450	2021	017	Dunken VFD - New Radio Communications Equipment	Equipment - Public Safety Equipment	0	0	300,000	0	0	0	300,000	300,000	No
34795	2021	018	Purchase of new In Car Video Cameras and Server 21	Equipment - Public Safety Equipment	0	0	135,000	0	0	0	135,000	135,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
25112	2022-001	Walking Trail/Water Retention Pond	Facilities - Health-Related Cap Infrastructure	0	0	0	50,000	300,000	0	350,000	350,000	Yes
23134	2022-002	Midway VFD - New Video Training Library	Equipment - Public Safety Equipment	0	0	0	40,000	0	0	40,000	40,000	No
32551	2022-003	Sheriff - In-Car Camera and Server Replacement 22	Equipment - Public Safety Equipment	0	0	0	135,000	0	0	135,000	135,000	No
32555	2022-004	Sheriff - Public Safety Vehicles 22	Vehicles - Public Safety Vehicle	0	0	0	235,000	0	0	235,000	235,000	No
19425	2022-005	Midway VFD - Hydraulic Extrication Equipment	Equipment - Public Safety Equipment	0	0	0	150,000	0	0	150,000	150,000	No
26403	2022-006	EGP VFD - Purchase New Command Unit	Equipment - Public Safety Equipment	0	0	0	60,000	0	0	60,000	60,000	No
24186	2022-007	Dunken VFD - Purchase Rescue Air Bags & Equipment	Equipment - Public Safety Equipment	0	0	0	50,000	0	0	50,000	50,000	No
23106	2022-008	District 8 VFD - New/Used Water Tender	Vehicles - Public Safety Vehicle	0	0	0	350,000	0	0	350,000	350,000	No
23006	2022-009	EGP VFD - New Self-Contained Breathing Apparatus	Equipment - Public Safety Equipment	0	0	0	100,000	0	0	100,000	100,000	No
29670	2022-010	Penasco Command Unit Purchase	Equipment - Public Safety Equipment	0	0	0	45,000	0	0	45,000	45,000	No
24194	2022-011	EGP VFD - Recertification of SCBA	Equipment - Public Safety Equipment	0	0	0	15,000	0	0	15,000	15,000	No
33608	2022-012	Sheriff - VHF Radio System Upgrade	Facilities - Administrative Facilities	1,170,000	312,000	312,000	312,000	312,000	312,000	2,730,000	1,560,000	Yes
23116	2022-013	Dunken VFD - Hydraulic Rescue Equipment	Equipment - Public Safety Equipment	0	0	0	50,000	0	0	50,000	50,000	No
32604	2022-014	Rio Felix VFD Urban Inter-face Wildland Unit	Vehicles - Public Safety Vehicle	113,534	0	0	300,000	0	0	413,534	300,000	No
31020	2022-015	Senior Olympics - Office Equip and Furnishings	Facilities - Administrative Facilities	0	0	0	35,000	0	0	35,000	35,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
28229	2022-016	Sierra VFD Fire Engine Purchase	Vehicles - Public Safety Vehicle	0	0	0	400,000	0	0	400,000	400,000	No
32491	2022-017	Sierra VFD New Asphalt Training Pad	Facilities - Fire Facilities	0	0	0	50,000	0	0	50,000	50,000	No
26451	2022-018	Sierra VFD - New Fire Engine	Vehicles - Public Safety Vehicle	0	0	0	500,000	0	0	500,000	500,000	No
30994	2022-019	Sierra VFD - Personal Protective Equipment	Equipment - Public Safety Equipment	0	0	0	30,000	0	0	30,000	30,000	No
31016	2022-020	NM Senior Olympics - New Truck	Vehicles - Senior Facility Vehicle	0	0	0	65,000	0	0	65,000	65,000	No
26472	2022-021	Road Dept - Pecos Valley Hagerman Road - Phase 3	Transportation - Highways/Roads/Bridges	0	0	0	150,000	125,000	0	275,000	275,000	Yes
31161	2022-022	Roswell JOY Center Walk-In Refrigerator/Freezer	Facilities - Senior Facilities	0	0	0	70,000	0	0	70,000	70,000	No
32581	2022-023	JOY Center - Midway Tables and Chairs	Facilities - Senior Facilities	0	0	0	25,000	0	0	25,000	25,000	No
33792	2022-024	Berrendo VFD Personal Protective Equipment	Equipment - Public Safety Equipment	0	0	0	30,000	0	0	30,000	30,000	No
33793	2022-025	Berrendo VFD Radio Communications	Equipment - Public Safety Equipment	0	0	0	25,000	25,000	0	50,000	50,000	No
33794	2022-026	Berrendo VFD Thermal Imaging Cameras	Equipment - Public Safety Equipment	0	0	0	25,000	25,000	0	50,000	50,000	Yes
34816	2022-027	Chaves County Cooperative Extension Building	Facilities - Administrative Facilities	0	0	0	152,000	600,000	148,000	900,000	900,000	Yes
34817	2022-028	Chaves County Health Department Building	Facilities - Health-Related Cap Infrastructure	0	0	0	220,000	1,725,000	255,000	2,200,000	2,200,000	Yes
34839	2022-029	Station Remodel	Facilities - Fire Facilities	0	0	0	500,000	0	0	500,000	500,000	Yes
34840	2022-030	Sierra Sta. 2 Concrete Pad	Facilities - Fire Facilities	0	0	0	50,000	0	0	50,000	50,000	No
34841	2022-031	Sierra VFD New EMS Vehicle	Vehicles - Public Safety Vehicle	0	0	0	40,000	0	0	40,000	40,000	No
34843	2022-032	Sierra VFD New Physical Fitness Equipment	Equipment - Public Safety Equipment	0	0	0	25,000	0	0	25,000	25,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
29645	2022-033	SCBA Compressor and Fill Station	Facilities - Administrative Facilities	0	0	0	100,000	0	0	100,000	100,000	No
34873	2022-034	Midway VFD Purchase Draft Commander 3000	Equipment - Public Safety Equipment	0	0	0	90,000	0	0	90,000	90,000	No
29654	2022-035	Chaves County Joy Center Hotshot Truck Purchases	Facilities - Senior Facilities	0	0	0	100,000	0	0	100,000	100,000	No
23113	2022-036	Dunken VFD - Purchase New Fire Hose/Couplings	Equipment - Public Safety Equipment	0	0	0	25,000	0	0	25,000	25,000	No
31055	2023-001	Sheriff - Public Safety Vehicles 2023	Facilities - Administrative Facilities	0	0	0	0	210,000	0	210,000	210,000	No
19355	2023-002	EGP VFD - Purchase Haz-Mat Equipment	Equipment - Public Safety Equipment	0	0	0	0	20,000	0	20,000	20,000	No
19359	2023-003	EGP VFD - Construct New Main Station 3	Facilities - Fire Facilities	0	0	0	0	800,000	0	800,000	800,000	Yes
31086	2023-004	Penasco VFD - Slide In Unit	Equipment - Public Safety Equipment	0	0	0	0	30,000	0	30,000	30,000	No
25147	2023-005	District 8 - Upgrade Office Furniture & Equipment	Equipment - Public Safety Equipment	0	0	0	0	30,000	0	30,000	30,000	No
31051	2023-006	Road Dept. Ojibwa and Vineyard Road Intersection	Transportation - Highways/Roads/Bridges	0	0	0	0	350,000	0	350,000	350,000	Yes
32603	2023-007	Dunken VFD - Urban Interface Wildland Unit #3	Vehicles - Public Safety Vehicle	113,534	0	0	0	300,000	0	413,534	300,000	No
31059	2023-008	Sheriff Public Safety Vehicle 20	Vehicles - Public Safety Vehicle	0	0	0	0	235,000	0	235,000	235,000	No
28419	2023-009	Sierra VFD New Fire Engine	Vehicles - Public Safety Vehicle	439,814	0	0	0	160,186	0	600,000	160,186	No
33769	2023-010	NMSO Vehicle	Vehicles - Senior Facility Vehicle	0	0	0	0	50,000	0	50,000	50,000	No
32502	2023-011	Sierra VFD Physical Fitness Equip. Purchase	Equipment - Other	0	0	0	0	25,000	0	25,000	25,000	No
25120	2023-012	Road Dept - Brasher Road Pavement Preservation	Transportation - Highways/Roads/Bridges	0	0	0	0	565,000	515,000	1,080,000	1,080,000	Yes

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
33796	2023-013	Berrendo VFD Re-certification of SCBA's	Equipment - Public Safety Equipment	0	0	0	0	30,000	0	30,000	30,000	No
32601	2023-014	Midway Water Tender	Vehicles - Public Safety Vehicle	437,102	0	0	0	200,000	0	637,102	200,000	No
32586	2023-015	JOY Center - Midway Window and Door Replacement	Facilities - Senior Facilities	0	0	0	0	40,000	0	40,000	40,000	No
33802	2023-016	Midway VFD EMS Quick Response Unit	Vehicles - Public Safety Vehicle	0	0	0	0	65,000	0	65,000	65,000	No
33795	2023-017	Berrendo VFD SCBA Fill Station	Equipment - Public Safety Equipment	0	0	0	0	150,000	0	150,000	150,000	No
31058	2023-018	Sheriff In-Car Computer Replacement	Vehicles - Public Safety Vehicle	0	0	0	0	135,000	0	135,000	135,000	No
32548	2023-019	Sheriff - Replace In-car Camera and Server 2023	Equipment - Public Safety Equipment	0	0	0	0	111,000	0	111,000	111,000	No
34844	2023-020	Sierra VFD New 105' Aerial Ladder Truck	Vehicles - Public Safety Vehicle	0	0	0	0	750,000	0	750,000	750,000	No
34845	2023-021	Sierra VFD Station 3 Remodel Expansion	Facilities - Fire Facilities	0	0	0	0	150,000	0	150,000	150,000	No
34848	2023-022	Sierra VFD Rescue Truck Purchase	Vehicles - Public Safety Vehicle	0	0	0	0	250,000	0	250,000	250,000	Yes
34849	2023-023	Sierra VFD New Air Packs and Bottles	Equipment - Public Safety Equipment	0	0	0	0	50,000	0	50,000	50,000	No
22115	2023-024	Rio Felix VFD - Search & Rescue ATVs	Vehicles - Public Safety Vehicle	0	0	0	0	25,000	25,000	50,000	50,000	Yes
29657	2023-025	Roswell Joy Center Kitchen Walk-In Replacement	Facilities - Senior Facilities	0	0	0	0	80,000	0	80,000	80,000	No
28188	2023-026	Dunken VFD - Urban Interface Wildland Unit #2	Vehicles - Public Safety Vehicle	102,831	0	0	0	107,169	0	210,000	107,169	No
34973	2023-027	Roswell JOY Center new Fire Suppression System	Facilities - Senior Facilities	0	0	0	0	25,000	0	25,000	25,000	No
34796	2024-001	Purchase In-Car Cameras and Server 2024	Equipment - Public Safety Equipment	0	0	0	0	0	135,000	135,000	135,000	No
34797	2024-002	Purchase new Command Post Vehicle	Vehicles - Public Safety Vehicle	0	0	0	0	0	500,000	500,000	500,000	No
26405	2024-003	EGP VFD -Drill Water Well & Pressurized Water Tank	Facilities - Fire Facilities	0	0	0	0	0	250,000	250,000	250,000	Yes

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year	Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
24197	2024	004	EGP VFD - Personal Protective Gear	Equipment - Public Safety Equipment	0	0	0	0	0	45,000	45,000	45,000	No
24184	2024	005	Dunken VFD - Fuel Pump/Supply System	Facilities - Fire Facilities	0	0	0	0	0	222,000	222,000	222,000	No
24208	2024	006	Penasco VFD - Video Training Library	Equipment - Public Safety Equipment	0	0	0	0	0	45,000	45,000	45,000	No
22099	2024	007	Sheriff - Vehicle Replacement	Vehicles - Public Safety Vehicle	0	0	0	0	0	235,000	235,000	235,000	No
29920	2024	008	NM Senior Olympics Building Construction	Facilities - Senior Facilities	0	0	0	0	0	4,980,000	4,980,000	4,980,000	Yes
28191	2024	009	Road -West Relief Route (US 70/285) Four-Lane Proj	Transportation - Highways/Roads/Bridges	0	0	0	0	0	12,450,000	12,450,000	12,450,000	Yes
26464	2024	010	Chaves County Cultural Plaza	Facilities - Cultural Facilities	0	0	0	0	0	700,000	700,000	700,000	Yes
34851	2024	011	Sierra VFD New Fire Engine Purchase	Vehicles - Public Safety Vehicle	300,000	0	0	0	0	100,000	400,000	100,000	No
33798	2024	012	Berrendo VFD New 105' Aerial Ladder Truck	Equipment - Public Safety Equipment	0	0	0	0	0	1,000,000	1,000,000	1,000,000	No
34852	2024	013	Sierra VFD New Command Vehicle Purchase	Vehicles - Public Safety Vehicle	0	0	0	0	0	80,000	80,000	80,000	No
34853	2024	014	Sierra VFD New Communications Equipment	Equipment - Public Safety Equipment	0	0	0	0	0	50,000	50,000	50,000	No
22107	2024	015	Road - West Country Club Rd. Pavement Preservation	Transportation - Highways/Roads/Bridges	0	0	0	0	0	3,118,750	3,118,750	3,118,750	Yes
34854	2024	016	Sierra VFD Dive Team Boat	Vehicles - Public Safety Vehicle	0	0	0	0	0	60,000	60,000	60,000	No
34874	2024	017	Midway VFD Purchase new Data Tracking System	Equipment - Public Safety Equipment	0	0	0	0	0	50,000	50,000	50,000	No
33797	2024	018	Berrendo VFD - New Fire Hose	Equipment - Public Safety Equipment	0	0	0	0	0	30,000	30,000	30,000	No
34889	2024	019	District 8 Re-Certify SCBA's and Bottles	Equipment - Public Safety Equipment	0	0	0	0	0	15,000	15,000	15,000	No

Infrastructure Capital Improvement Plan FY 2020-2024

Project Summary

Project ID	Year Rank	Project Title	Category	Funded to date	2020	2021	2022	2023	2024	Total Project Cost	Amount Not Yet Funded	Phases?
19381	2024-020	Rio Felix VFD - New Fire Station	Facilities - Fire Facilities	0	0	0	0	0	500,000	500,000	500,000	No
19451	2024-021	Dunken VFD - Self-Contained Breathing Apparatus	Equipment - Public Safety Equipment	0	0	0	0	0	45,000	45,000	45,000	No
Grand Total for Chaves County			197 projects	10,996,007	11,629,027	11,958,633	10,252,443	12,605,419	28,839,527	86,281,056	75,285,049	

AGENDA ITEM: 2

Public Hearing Regarding Ordinance O-0104 Franchise Agreement with Central Valley Electric Cooperative, Inc

MEETING DATE: June 27, 2019

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, Public Services Director

ACTION REQUESTED: Public Hearing for Ordinance O-104

ITEM SUMMARY:

Ordinance #O-104 would authorize a non-exclusive franchise agreement with Central Valley Electric Cooperative, Inc. for (25) years to operate and maintain electrical transmission lines and infrastructure throughout the County and to utilize County rights-of-ways. This is a public hearing and it has been properly advertised per statute requirements.

Staff recommends approval.

SUPPORT DOCUMENTS: Ordinance O-104

SUMMARY BY: Bill Williams

TITLE: Public Services Director

Ordinance O-104
Franchise Granted to
Central Valley Electric Cooperative, Inc
by
Chaves County, New Mexico

Be it ordained by the Board of County Commissioners of Chaves County, New Mexico ("County") as follows:

Section 1. The County grants to Central Valley Electric Cooperative, Inc, a New Mexico cooperative corporation existing under and by the virtue of the laws of the State of New Mexico (herein called "CVE"), its successors and assigns, a franchise stating CVE's right, license and privilege to use the public highways, roads, bridges and other property within the Jurisdiction of the County and the streets and alleys of unincorporated towns for their poles, wires, cables, underground conduits, towers, manholes and other electric transmission and distribution fixtures necessary or proper for the maintenance and operation in said County of CVE's electric transmission and distribution business and extending to CVE the right to erect, construct, equip, conduct, maintain and operate works, systems, plants, and/or electric transmission and distribution lines, and all appurtenances thereto for the purpose of using, selling, distributing, conveying, transporting or otherwise establishing, conducting, serving, supplying and furnishing and maintaining electric light and power to the County and its inhabitants and others electric power for light, heat, power, and other useful purposes to the County and its inhabitants, and said grantee is further granted passage and right of way, to occupy and use in any lawful way every and any and all public roads, highways, bridges and all streets, avenues and alleys of unincorporated cities, towns, and villages, and other public

grounds of said County, both above and beneath the surface of the same, as the same now exist or may hereafter be changed, altered, and/or extended, subject to conditions herein set out.

Section 2. The Franchise shall exist and be in force from and after the effective date of this Ordinance for a term of 25 years.

Section 3. CVE is authorized and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted in the Franchise, provided that: (i) all work done on the places on the County public grounds shall be done with the utmost diligence and the least inconvenience to the public; (ii) CVE shall within a reasonable time restore the places on the County public grounds excavated by it to their original condition as nearly as possible; and (iii) The work shall be done subject to the County's approval.

Section 4. If any proposed changes in the places on the County public grounds, or in the grades or drains of places on the County public ground would require a relocation of CVE's Facilities, the County shall give CVE written notice of the proposed changes at least 60 days in advance of the date the Facilities would need to be relocated. CVE shall bear the cost of relocating its Facilities. If CVE needs to cross any County street, avenue, road, alley, or highway with underground facilities, CVE will give the County prior notice of such crossing.

Section 5. CVE shall hold the County and the County's officers and agents harmless from any and all liability or claims of loss that may arise or be incurred from the erection, construction, or operation of CVE's Facilities and that are attributable to CVE's negligence.

Section 6. CVE shall not be responsible or liable to any person, firm, corporation, association, partnership, or entity for the interruption of any service provided by CVE arising from floods, fires, wind storms, hail, ice storms, snow storms, earthquakes, accidents, acts of God, or any other cause beyond CVE's control, but in case of such interruption, CVE shall use reasonable diligence to re-establish service as soon as possible.

Section 7. All or part of any County resolutions or orders in conflict with this Franchise are repealed as of the effective date of this Ordinance.

Section 8. CVE shall, within 60 days of the date the County passes this Ordinance, file with the County CVE's written acceptance (in the Form of Exhibit A to this Ordinance) of the Franchise. Upon CVE's Acceptance, the Franchise shall constitute all of the terms of the Franchise granted by the County to CVE.

Section 9. The Franchise is not exclusive. Nothing in the Franchise shall prevent the County from granting to any other person, firm, corporation, association, partnership, or entity, or operating itself where proper under the law, like, similar, or different rights, privileges, and franchises.

Section 10. If any section, provision, sentence, clause, words, or phrase of this Ordinance is, for any reason, held to be unconstitutional, unlawful, void, invalid, or in any way unenforceable, the validity of the remaining portions of this Ordinance shall be unaffected by that holding.

Section 11. This Ordinance shall become effective upon its passage as required by law and acceptance by CVE as required by this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of Chaves County, New Mexico, that Ordinance O-104 is passed and approved this 27th day of June, 2019.

BOARD OF CHAVES COUNTY COMMISSIONERS

ATTEST: **By:**_____
William E. Cavin, Chairman

_____
Dave Kunko
County Clerk

Exhibit A

Franchise Granted to

Central Valley Electric Cooperative, Inc.

by

Chaves County, New Mexico

Dated June 27, 2019

The Board of Commissioners
of Chaves County, New Mexico
Roswell, New Mexico

In accordance with Section 8 of the Franchise granted to Central Valley Electric Cooperative, Inc. ("CVE") by Chaves County, New Mexico on June 20, 2019, CVE, a New Mexico cooperative corporation, accepts the Franchise.

Please indicate the date of the filing of this written acceptance in the space provided and return one copy to CVE.

Dated today, _____.

Central Valley Electric Cooperative, Inc.

By:_____

President

Filed with Chaves County, New Mexico today, _____

BOARD OF COMMISSIONERS OF
Attest: CHAVES COUNTY, NEW MEXICO

_____ By:_____

County Clerk William E. Cavin

AGENDA ITEM: 3

Public Hearing Regarding Ordinance O-0105 Franchise Agreement with Otero County Electric Cooperative, Inc

MEETING DATE: June 27, 2019

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, Public Services Director

ACTION REQUESTED: Public Hearing for Ordinance O-105

ITEM SUMMARY:

Ordinance #O-105 would authorize a non-exclusive franchise agreement with Otero County Electric Cooperative, Inc. for (25) years to operate and maintain electrical transmission lines and infrastructure throughout the County and to utilize County rights-of-ways. This is a public hearing and it has been properly advertised per statute requirements.

Staff recommends approval.

SUPPORT DOCUMENTS: Ordinance O-105

SUMMARY BY: Bill Williams

TITLE: Public Services Director

Ordinance O-105
Franchise Granted to
Otero County Electric Cooperative, Inc
by
Chaves County, New Mexico

Be it ordained by the Board of County Commissioners of Chaves County, New Mexico ("County") as follows:

Section 1. The County grants to Otero County Electric Cooperative, Inc, a New Mexico cooperative corporation existing under and by the virtue of the laws of the State of New Mexico (herein called "the Cooperative"), its successors and assigns, a franchise stating the Cooperative's right, license and privilege to use the public highways, roads, bridges and other property within the Jurisdiction of the County and the streets and alleys of unincorporated towns for their poles, wires, cables, underground conduits, towers, manholes and other electric transmission and distribution fixtures necessary or proper for the maintenance and operation in said County of the Cooperative's electric transmission and distribution business and extending to the Cooperative the right to erect, construct, equip, conduct, maintain and operate works, systems, plants, and/or electric transmission and distribution lines, and all appurtenances thereto for the purpose of using, selling, distributing, conveying, transporting or otherwise establishing, conducting, serving, supplying and furnishing and maintaining electric light and power to the County and its inhabitants and others electric power for light, heat, power, and other useful purposes to the County and its inhabitants, and said grantee is further granted passage and right of way, to occupy and use in any lawful way every and any and all public roads, highways, bridges and all streets, avenues and alleys of

unincorporated cities, towns, and villages, and other public grounds of said County, both above and beneath the surface of the same, as the same now exist or may hereafter be changed, altered, and/or extended, subject to conditions herein set out.

Section 2. The Franchise shall exist and be in force from and after the effective date of this Ordinance for a term of 25 years.

Section 3. The Cooperative is authorized and empowered to do any and all things necessary and proper to be done and performed in executing the powers and utilizing the privileges granted in the Franchise, provided that: (i) all work done on the places on the County public grounds shall be done with the utmost diligence and the least inconvenience to the public; (ii) the Cooperative shall within a reasonable time restore the places on the County public grounds excavated by it to their original condition as nearly as possible; and (iii) the work shall be done subject to the County's approval.

Section 4. If any proposed changes in the places on the County public grounds, or in the grades or drains of places on the County public ground would require a relocation of the Cooperative's Facilities, the County shall give the Cooperative written notice of the proposed changes at least 60 days in advance of the date the Facilities would need to be relocated. The Cooperative shall bear the cost of relocating its Facilities. If the Cooperative needs to cross any County street, avenue, road, alley, or highway with underground facilities, the Cooperative will give the County prior notice of such crossing.

Section 5. The Cooperative shall hold the County and the County's officers and agents harmless from any and all liability or claims of loss that may arise or be

incurred from the erection, construction, or operation of the Cooperative's Facilities and that are attributable to the Cooperative's negligence.

Section 6. The Cooperative shall not be responsible or liable to any person, firm, corporation, association, partnership, or entity for the interruption of any service provided by the Cooperative arising from floods, fires, wind storms, hail, ice storms, snow storms, earthquakes, accidents, acts of God, or any other cause beyond the Cooperative's control, but in case of such interruption, the Cooperative shall use reasonable diligence to re-establish service as soon as possible.

Section 7. All or part of any County resolutions or orders in conflict with this Franchise are repealed as of the effective date of this Ordinance.

Section 8. The Cooperative shall, within 60 days of the date the County passes this Ordinance, file with the County the Cooperative's written acceptance (in the Form of Exhibit A to this Ordinance) of the Franchise. Upon the Cooperative's Acceptance, the Franchise shall constitute all of the terms of the Franchise granted by the County to the Cooperative.

Section 9. The Franchise is not exclusive. Nothing in the Franchise shall prevent the County from granting to any other person, firm, corporation, association, partnership, or entity, or operating itself where proper under the law, like, similar, or different rights, privileges, and franchises.

Section 10. If any section, provision, sentence, clause, words, or phrase of this Ordinance is, for any reason, held to be unconstitutional, unlawful, void, invalid, or in any way unenforceable, the validity of the remaining portions of this Ordinance shall be unaffected by that holding.

Section 11. This Ordinance shall become effective upon its passage as required by law and acceptance by the Cooperative as required by this Ordinance.

NOW THEREFORE, BE IT ORDAINED by the Board of Commissioners of Chaves County, New Mexico, that Ordinance O-105 is passed and approved this 27th day of June, 2019.

BOARD OF CHAVES COUNTY COMMISSIONERS

ATTEST: **By:**_____
William E. Cavin, Chairman

_____
Dave Kunko
County Clerk

Exhibit A

Franchise Granted to

Otero County Electric Cooperative, Inc.

by

Chaves County, New Mexico

Dated June 27, 2019

The Board of Commissioners
of Chaves County, New Mexico
Roswell, New Mexico

In accordance with Section 8 of the Franchise granted to Otero County Electric Cooperative, Inc. ("the Cooperative") by Chaves County, New Mexico on June 20, 2019, the Cooperative, a New Mexico cooperative corporation, accepts the Franchise.

Please indicate the date of the filing of this written acceptance in the space provided and return one copy to the Cooperative.

Dated today, _____.

Otero County Electric Cooperative, Inc.

By:_____

President

Filed with Chaves County, New Mexico today, _____

BOARD OF COMMISSIONERS OF
Attest: CHAVES COUNTY, NEW MEXICO

_____ By:_____

County Clerk William E. Cavin

AGENDA ITEM: 4

A. Amendment No.1-Agreement A-18-022 between Chaves County and Dexter Municipal School District

B. Amendment No.1-Agreement A-18-023 between Chaves County and Diane Taylor

C. Amendment No.1-Agreement A-18-024 between Chaves County and Dianne S. Meda

D. Amendment No.1- Agreement A-18-026 between Chaves County and Hagerman Municipal School

E. Amendment No.1- Agreement A-18-027 between Chaves County and Lake Arthur Municipal School District

F. Amendment No.1- Agreement A-18-028 between Chaves County and Frank G. Magourilos

G. Amendment No.1- Agreement A-18-029 between Chaves County and Character Counts for Project Graduation Celebration

H. Amendment No.1- Agreement A-18-030 between Chaves County and Roswell Refuge of Chaves County

I. Amendment No.1- Agreement A-18-031 between Chaves County and Serenity Counseling

J. Amendment No.1- Agreement A-18-032 between Chaves County and WINGS for L.I.F.E

MEETING DATE: 06/27/2019

STAFF SUMMARY REPORT

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested:

A. Approval of Amendment No.1- Agreement A-18-022
B. Approval of Amendment No.1- Agreement A-18-023
C. Approval of Amendment No.1- Agreement A-18-024
D. Approval of Amendment No.1- Agreement A-18-026
E. Approval of Amendment No.1- Agreement A-18-027
F. Approval of Amendment No.1- Agreement A-18-028
G. Approval of Amendment No.1- Agreement A-18-029
H. Approval of Amendment No.1- Agreement A-18-030
I. Approval of Amendment No.1- Agreement A-18-031
J. Approval of Amendment No.1- Agreement A-18-032

Item Summary:

Chaves County DWI Program received funding under the LDWI Distribution of $390,061.00 and the Competitive Grant of $47,000.00 for FY 20. The subcontracts listed will be allocated the estimated Distribution amount and grant amount to provide various DWI related Programs to the community of Chaves County.

The term of Subcontract agreements provided will extend from July 1st, 2019 through June 30th, 2020.

Staff recommends approval for subcontracts.

SUPPORT DOCUMENTS:

A. Approval of Amendment No.1- Agreement A-18-022
B. Approval of Amendment No.1- Agreement A-18-023
C. Approval of Amendment No.1- Agreement A-18-024
D. Approval of Amendment No.1- Agreement A-18-026
E. Approval of Amendment No.1- Agreement A-18-027
F. Approval of Amendment No.1- Agreement A-18-028
G. Approval of Amendment No.1- Agreement A-18-029
H. Approval of Amendment No.1- Agreement A-18-030
I. Approval of Amendment No.1- Agreement A-18-031
J. Approval of Amendment No.1- Agreement A-18-032

Summary by: Lucia Serrano
Title: DWI Coordinator

AMENDMENT NO. 1
AGREEMENT NO. 18-022
BETWEEN CHAVES COUNTY AND DEXTER MUNICIPAL SCHOOL DISTRICT FOR ALTERNATIVE DWI PREVENTION EDUCATION

THIS Amendment No. 1 to Agreement A-18-022 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Dexter Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-022 effective July 1, 2018 to provide a DWI Prevention Alternative Program called Teens Needing Teens, and

WHEREAS, the contract (A-18-022) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-022 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-022 is amended as follows:

1. Scope of Work.

   A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to the community of Dexter.

   B. Contractor will provide yearlong alternative activities to youths

   C. Contractor will allow the Chaves County DWI Prevention Educator to come and implement evidence-based DWI prevention activities and curriculums within the year to both youths and parents.

   D. Submit a monthly summary report to the Chaves County DWI Prevention Educator and the DWI Coordinator documenting alternative activities and DWI Evidence-based program activities, number of clients, attendance, along with invoice by no later than the 5th of every month.

2. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars ($1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.

B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars ($12,000.00)

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-022 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

DEXTER INDEPENDENT SCHOOL DISTRICT

_____ Date: _____
Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1
AGREEMENT A-18-023
BETWEEN CHAVES COUNTY AND DIANE TAYLOR
FOR DWI PREVENTION SERVICES

THIS Amendment No. 1 to Agreement A-18-023 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Diane Taylor, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-023 effective July 1, 2018 to serve as Chaves County's Prevention Educator, and

WHEREAS, the contract (A-18-023) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-023 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-023 is amended as follows:

1. Scope of Work.

The Contractor shall provide the following services:

A. Oversee the Teens-Need-Teens program in each of the high schools and middle schools in the Pecos Valley. Recruit and train volunteer school personnel to provide adult supervision while the center is open.

B. Will Implement Evidence-based prevention activities and/or Promising Prevention Activities.
    a. According to LDWI Guidelines, a Promising Prevention Activities can only be funded for three years. At the end of the third year, Prevention Educator must evaluate the activity to show evidence of its effectiveness.

C. Develop and conduct DWI prevention educational activities such as social / educational activities, drug and violence-free social / educational activities, and life skill educational events within Chaves County.

a. Contractor will provide statistical information to DWI Coordinator and Chaves County Certified Prevention Specialist to include, but does not limit to:

1. Total number of attendees
2. Age of population reached
3. Evidence based or promising curriculum name
4. Location of Program
5. Provide and collect a pre and post participant survey, when appropriate

D. Monitor the planning and conduct of Project Graduation Celebrations in the Pecos Valley. Provide the DWI Program Coordinator with the statistical information, including:

1. Total number of graduating seniors
2. Total number of seniors attending
3. Alcohol related Violations/arrests
4. Expenditures
5. Provide and collect a post participant survey

E. Provide technical guidance on the preparation of monthly reports on activities, alternative alcohol, drug and violence-free social / educational activities, skill development events and statistical information required for the evaluation report. Provide the DWI Program Coordinator with a consolidated quarterly report covering an overview of program accomplishments, problems and solutions, together with a consolidated report providing the statistical information required for the evaluation report.

I. Participate in the DWI Planning Council activities. Coordinate and communicate with DWI Program Coordinator and the Certified Prevention Consultant.

J. Submit a monthly and quarterly summary report to the DWI Program Coordinator documenting program activities, number of youths participating, number of adults participating, activities, together with the results of the programs pre and post evaluations, when appropriate.

2. <u>Compensation:</u>

A. The County shall pay to the Contractor in full payment for services rendered the sum of Three-Thousand Two Hundred and Fifty dollars ($3,250.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.

B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Thirty-nine thousand Dollars ($39,000.00)

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-023 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____

William E Cavin, Chairman

DIANE TAYLOR

_____ Date: _____

Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1
AGREEMENT A-18-024
BETWEEN CHAVES COUNTY AND DIANNE S. MEDA
FOR PROFESSIONAL SERVICES

THIS Amendment No. 1 to Agreement A-18-024 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Dianne S Meda, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-024 effective July 1, 2018 to serve as the County's DWI Screener, and

WHEREAS, the contract (A-18-024) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-024 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-024 is amended as follows:

1. Scope of Work.

The Contractor shall provide the following services:

A. Shall be LADAC certified to conduct Alcohol/Drug Screenings and Evaluations.

B. Conduct DWI alcohol screenings through personal interviews and self-administered surveys for all convicted DWI offenders referred by the Courts.

C. Shall utilize the DFA approved screening tool as a part of the alcohol screenings per LDWI Program Guidelines as well as provide a further assessment using the SASSI assessment when appropriate.

D. Shall provide the screening and recommended treatment programs to the referring Court and DWI Probation Officer.

E. Shall provide the DWI Probation Officer, and applicable Court where appropriate, with consistent and timely information on convicted DWIs who are in Non-Compliance with the requirement for Alcohol Screening or Screening-Referred Treatment.

F. Provide input data for the Chaves County DWI Tracker concerning completion of Alcohol Screening Outcomes and Offender Profiles as they are prepared.

G. Provide the judicial system with oral briefings/question and answer sessions and written reports on an as-required basis.

H. Contractor shall provide the DWI Coordinator with a Screening Protocol at the beginning of every Fiscal Year.

I. A $150.00 fee will be collected to help fund the screening program.

J. Participate in the DWI Planning Council activities/meetings. Coordinate/communicate with the DWI Probation Office and the DWI Grant Program Coordinator.

K. Shall submit the following documents to get reimbursed for services by no later than the 5th of each month: Performance and Management indicators may change within the fiscal year.
   a. Invoice
   b. Management indicators:
      1. Average % of the screenings were completed within 30 days of sentencing
      2. Average % of DWI offenders eligible for screening that have been screened.
   c. Performance indicators: Screening Evaluation
      1. % of offenders have been screened more than one time.
      2. % of offenders that said the screening has met their needs.
   d. Report showing fees that have been collected during the month.

2. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of Three Thousand Dollars ($3,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.

B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Thirty-Six Thousand Dollars ($36,000.00).

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-024 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____

William E Cavin, Chairman

DIANNE S MEDA

_____ Date: _____

Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1
AGREEMENT NO. 18-026
BETWEEN CHAVES COUNTY AND HAGERMAN MUNICIPAL SCHOOL DISTRICT FOR ALTERNATIVE DWI PREVENTION EDUCATION

THIS Amendment No. 1 to Agreement A-18-026 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Hagerman Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-026 effective July 1, 2018 to provide a DWI Prevention Alternative Program called Teens Needing Teens, and

WHEREAS, the contract (A-18-026) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-026 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-026 is amended as follows:

1. Scope of Work.

   A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to the community of Hagerman.

   B. Contractor will provide yearlong alternative activities to youths

   C. Contractor will allow the Chaves County DWI Prevention Educator to come and implement evidence-based DWI prevention activities and curriculums within the year to both youths and parents.

   D. Submit a monthly summary report to the Chaves County DWI Prevention Educator and the DWI Coordinator documenting alternative activities and DWI Evidence-based program activities, number of clients, attendance, along with invoice by no later than the 5th of every month.

2. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars ($1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.

B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars ($12,000.00)

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-026 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

HAGERMAN INDEPENDENT SCHOOL DISTRICT

_____ Date: _____
Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1

AGREEMENT A-18-027 BETWEEN CHAVES COUNTY AND LAKE ARTHUR MUNICIPAL SCHOOL DISTRICT FOR ALTERNATIVE DWI PREVENTION EDUCATION

THIS Amendment No. 1 to Agreement A-18-027 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Lake Arthur Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-027 effective July 1, 2018 to provide a DWI Prevention Alternative Program called Teens Needing Teens, and

WHEREAS, the contract (A-18-027) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-027 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-027 is amended as follows:

1. Scope of Work.

   A. Contractor will utilize the DWI Grant funding to plan, organize and execute a program called Teens Needing Teens that will provide an alcohol-free environment to the community of Lake Arthur.

   B. Contractor will provide yearlong alternative activities to youths

   C. Contractor will allow the Chaves County DWI Prevention Educator to come and implement evidence-based DWI prevention activities and curriculums within the year to both youths and parents.

   D. Submit a monthly summary report to the Chaves County DWI Prevention Educator and the DWI Coordinator documenting alternative activities and DWI Evidence-based program activities, number of clients, attendance, along with invoice by no later than the 5th of every month.

2. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of One Thousand dollars ($1,000.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents are due by no later than the 5th of each month.

B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twelve Thousand Dollars ($12,000.00)

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-027 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

LAKE ARTHUR INDEPENDENT SCHOOL DISTRICT

_____ Date: _____
Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1
AGREEMENT A-18-028
BETWEEN CHAVES COUNTY AND FRANK G. MAGOURILOS
CERTIFIED PREVENTION SPECIALIST

THIS Amendment No. 1 to Agreement A-18-028 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Frank G. Magourilos, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-028 effective July 1, 2018 to serve as the County's Prevention Specialist, and

WHEREAS, the contract (A-18-028) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-028 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated additional funds to compensate the Contractor for the additional work.

NOW THEREFORE, the parties agree that Agreement A-18-028 is amended as follows:

1. Scope of Work.

The Contractor shall provide the following services:

A. Contractor will serve as Chaves County Certified Prevention Specialist.

B. Contractor will review and evaluate the entire Chaves County DWI Prevention Program Component and recommend needed adjustments to comply with the DFA Guidelines requiring evidence-based prevention programming, as well as best practices in the field of prevention.

C. Contractor will work together with the Prevention Educator to develop Chaves County's community assessment and align prevention strategies with community profile.

D. Contractor shall be in close coordination with all prevention subcontractors and Prevention Educator to assure all prevention activities are appropriate and conducive to curtailing substance and alcohol use.

E. The Contractor shall work with prevention subcontractors and Prevention Educator on developing, administering, and collecting pre and post question satisfaction survey when needed.

F. Contractor shall have monthly communication with the Prevention Educator to get updates on the program, topics may include, but are not limited to, recruitment issues, fidelity to implementation guidelines of prevention program(s), successes and barriers to program implementation, issues with data collection, participate in retention, strategic planning, capacity, evaluation and needs assessment.

E. Contractor will create presentation materials for local program if requested within a reasonable time frame, e.g., for presentations at the DWI Council and Health Council meetings. These materials may include for example, descriptive information using longitudinal data from the program, program successes, or community indicators.

F. Contractor shall assist with and provide guidance on local assessments, developing assessment tools and conduct appropriate analyses for the instruments used by the prevention program. This type of technical assistance will help prevention staff to become familiar with the use and application of tools such as needs assessments, State Epi Profile, NM YRRS, etc.

G. Contractor shall assist as needed with the prevention curriculum and strategies selection using current and established research.

H. Contractor will work together with Prevention Educator to submit quarterly/yearly goals to the DWI Coordinator.

I. Services will be performed via e-mail, phone, and using current technology that is available such as Go-To meetings and virtual activities. Contractor will also be available for one or two in-person meetings as needed by the program.

J. Monthly invoice will be submitted to DWI Coordinator along with a monthly report by no later than the 5th of every month.

2. <u>Compensation:</u>

A. The County shall pay to the Contractor in full payment for services rendered the sum of One-Thousand One-Hundred Dollars ($1,100.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.

B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Thirteen-Thousand Two Hundred Dollars ($13,200.00).

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-028 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

FRANK G. MAGOURILOS, MPS, SCPS, ICPS

_____ Date: _____
Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1
AGREEMENT A-18-029
BETWEEN CHAVES COUNTY AND DEXTER INDEPENDENT SCHOOL DISTRICT FOR PROJECT GRADUATION CELEBRATION FOR THE VALLEY SCHOOLS

THIS Amendment No. 1 to Agreement A-18-029 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Dexter Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-029 effective July 1, 2018 to provide alternative DWI prevention education, and

WHEREAS, the contract (A-18-029) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-029 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-029 is amended as follows:

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 Dexter High School, Hagerman High School and Lake Arthur High School to be implemented during the month of May.

B. The Contractor shall be in close coordination with Chaves County 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 in to the Chaves County Prevention Specialist and Prevention Educator.

2. Compensation:

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

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-029 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

DEXTER INDEPENDENT SCHOOL DISTRICT

_____ Date: _____
Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1
AGREEMENT A-18-030
BETWEEN CHAVES COUNTY AND ROSWELL REFUGE FOR EDUCATIONAL SERVICES FOR ALCOHOL RELATED DOMESTIC VIOLENCE OFFENDERS

THIS Amendment No. 1 to Agreement A-18-030 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Roswell Refuge, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-030 effective July 1, 2018 to provide counseling services, and

WHEREAS, the contract (A-18-030) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-030 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-030 is amended as follows:

1. Scope of Work.

The Contractor shall provide the following services:

A. Contractor shall utilize the DWI funding exclusively for the benefit of Chaves County to supervise and oversee a court ordered Alcohol related Domestic Violence Intervention program (DVIP). DVIP will be a 52-week education program that will be provided by contractor.

B. Contractor must adhere to the CYFD Rule on DVIP's. The Rule is NMAC 8.8.7.1

C. Participate in all the DWI Planning Council activities/meetings

D. Contractor shall utilize and provide a Domestic Violence Assessment Tool that will be used for evaluation purposes.

E. Shall submit the following documents to get reimbursed for services by no later than the 5th of each month: Performance and Management indicators may change within the fiscal year.

a. Invoice

b. Management indicators:

1. Average % of duplicated attendants (WITHIN 2 years)
2. % of Alcohol Related attendants that completed program.

c. Performance indicators: Using the Scoring Sheet for the Domestic Violence Assessment Tool:

1. % of offenders with Moderate and High-Risk Posttest Score at Abusive Behavior Inventory.
2. % of offenders with Low Risk Posttest Score at Abusive Behavior Inventory
3. % of offenders that said the Refuge Program has met their needs

2. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of Two-Thousand Three-Hundred and Thirty-Three Dollars and Thirty-Three Cents ($2,333.33) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.

C. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twenty-Eight Thousand Dollars ($28,000.00).

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-030 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

ROSWELL REFUGE OF CHAVES COUNTY

_____ Date: _____
Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1
AGREEMENT A-18-031
BETWEEN CHAVES COUNTY AND SERENITY COUNSELING FOR PROFESSIONAL SERVICES

THIS Amendment No. 1 to Agreement A-18-031 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Serenity Counseling, hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-031 effective July 1, 2018 to provide counseling serves, and

WHEREAS, the contract (A-18-031) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-031 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-031 is amended as follows:

1. Scope of Work.

The Contractor shall provide the following services:

A. Assess clients to determine the required level of care. The initial therapy is provided in individual sessions focusing on motivation, self-awareness and client-therapist relationship, followed by assignment to group sessions either didactic or group therapy, or both that will be provided by Contractor. Recommend aftercare plan if appropriate.

B. Maintain individual records of assessments, treatment plans, actual treatment activities, after care recommendations and such other records consistent with the requirements of the New Mexico Department of Health, the Federal Government and the National Association of Alcohol and Drug Abuse Counselors.

C. Contractor must be a licensed clinician or be supervised under an independently licensed clinician. Licensures, including those of supervisor, if appropriate, will be provided to DWI Coordinator.

D. Contractor will provide Victim Impact Presentations every 6 weeks. Will provide DWI Coordinator with reports on presentation and attendees.

E. Contractor shall implement post evaluation of program to track effectiveness.

F. Contractor must provide Treatment Protocols to DWI Coordinator at the beginning of each Fiscal Year.

G. Participate in all DWI Planning Council activities/meetings. Coordinate with the County's DWI Screener, DWI Probation Officer and the DWI Coordinator.

H. Shall submit the following documents to get reimbursed for services by no later than the 5th of each month: Performance and Management indicators may change within the fiscal year.
   a. Invoice
   b. Management indicators:
      1. % of DWI cases were assessed in the beginning of therapy
      2. % of DWI cases were assessed at the end of therapy
      3. % of successful completion.
   c. Performance indicators: Will use the BADDS Assessment Pre and Post Testing to assess clients before and after attending the program.
      1. % of offenders with Moderate and High Posttest Score for Rationalizations for Drinking& Driving
      2. % of offenders with Low Posttest Score for Likelihood of Drinking &Driving
      3. % of offenders that said the Treatment has met their needs

2. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of Four-Thousand Three Hundred and Seventy-Five Dollars ($4,375.00) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.

B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Fifty-Two Thousand Five Hundred Dollars ($52,500.00).

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-031 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

SERENITY COUNSELING

_____ Date: _____
Contractor

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

CRS ID Number: _____

AMENDMENT NO. 1
AGREEMENT A-18-032
BETWEEN CHAVES COUNTY AND WINGS FOR L.I.F.E
FOR PROFESSIONAL SERVICES

THIS Amendment No. 1 to Agreement A-18-032 is made and entered into this 27th day of June 2019 by and between the County of Chaves, a political subdivision of the state of New Mexico, hereinafter referred to as "County," and Wings for L.I.F.E., hereinafter referred to as "Contractor."

WHEREAS, the County and Contractor entered into Agreement A-18-032 effective July 1, 2018 to provide counseling services, and

WHEREAS, the contract (A-18-032) allowed for additional one (1) year terms not to exceed a total of four (4) years total, and

WHEREAS, the County and the Contractor desire to extend the Agreement for a one (1) year term beginning July 1, 2019 and ending June 30, 2020, and

WHEREAS, the Scope of Work set forth in Agreement A-18-032 needs to be updated to reflect the duties and responsibilities of the contract, and

WHEREAS, the County has allocated funds to compensate the Contractor for their work.

NOW THEREFORE, the parties agree that Agreement A-18-032 is amended as follows:

1. Scope of Work.

The Contractor shall provide the following services:

A. Contractor shall provide Psychoeducation program in the jail setting in the Chaves County Detention Center.

B. All instructors must be a licensed clinician or be supervised under an independently licensed clinician. Licensures will be provided to DWI Coordinator.

C. Contractor shall use all evidence-based programs: In the adult detention centers the following curriculums will be utilized; Matrix, Stages of Change, CBT: Rational Living Therapy, Early Recovery, Relapse Prevention, CAP: Children of Arrested Parents and Positive Parenting. In the Juvenile Detention Center the following curriculum will be utilized; Why Try Resiliency Program.

D. Contractor shall implement evaluation of program to track effectiveness.

E. Contractor shall participate in all DWI Planning Council activities/meetings.

F. Shall submit the following documents to get reimbursed for services by no later than the 5th of each month: Performance and Management indicators may change within the fiscal year.
   a. Invoice
   b. Management indicators:
      1. Average % of duplicated attendants (WITHIN 2 years)
      2. % of DWI attendants with completed program.
   c. Performance indicators:
      1. % of offenders that said the Wings Program has met their needs.

2. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of Two-Thousand Three-Hundred and Thirty-Three Dollars and Thirty-Three Cents ($2,333.33) per month, inclusive of the New Mexico Gross Receipt Tax. Invoices and all required monthly data and documents for services executed are due by no later than the 5th of each month.

B. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Twenty-Eight Thousand Dollars ($28,000.00).

3. Term.

Services will commence on July 1, 2019. This Agreement shall terminate on June 30, 2020, unless terminated pursuant to the Agreement.

All other terms and conditions of Agreement A-18-032 shall remain in full force and effect.

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

WINGS FOR L.I.F.E.

_____ Date: _____
Shelly Currier, Executive Director

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: _____

AGENDA ITEM: 5

Requesting Approval of an Amendment to Agreement A-19-001 CDBG Grant #18-C-NR-I-03-G-18 Adjusting the Project Budget.

MEETING DATE: **June 27, 2019**

STAFF SUMMARY

Action Requested by:	Georgianna Hunt, Community Development Division Approval
Action Requested:	Approval of Agreement Amendment for A-19-001 CDBG Elevator Grant #18-C-NR-I-03-G-18

Item Summary:

Approval of Amendment for Agreement A-19-001 CDBG Grant #18-C-NR-I-03-G-18 Elevator Project Budget to increase Budget for "Architect/Engineer" funds by $543.08 from $26,969.00 to $27,512.08 and increasing the Architect/Engineer Budget to $45,977.42; and decreasing the CDBG "Construction" funds by $543.08 from $205,059.04 to $204,515.96 and decreasing the Construction budget to $425,882.62 as referenced in the Exhibit 1-C.

Staff recommends approval.

SUPPORT DOCUMENTS: Amended Agreement A-19-001/CDBG Agreement 18-C-NR-I-03-G-18 and Exhibit 1-C

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
GRANT AGREEMENT AMENDMENT NO. 1

Project No. 18-C-NR-I-03-G-18

THIS AMENDMENT, hereinafter referred to as the "Amendment," is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico, 87501, hereinafter referred to as the "Division," and Chaves County, hereinafter referred to as the "Grantee." Upon being duly executed by the Division, this Amendment shall be effective as of _____.

RECITALS

WHEREAS, on September 19, 2018, the Community Development Council awarded the Grantee $238,528.04 for the Chaves County Courthouse Elevator project (hereinafter referred to as "Project"); and

WHEREAS, the Grantee and the Division entered into a Grant Agreement, effective March 19, 2019, in the amount of $238,528.04 for the completion of the Project, hereinafter referred to as the "Grant Agreement;" and

WHEREAS, the Grantee requests an adjustment to the project budget increasing the CDBG "Architect/Engineer" funds by $543.08 from $26,969.00 to $27,512.08 and increasing the Architect/Engineer budget to $45,977.42; and the decreasing the CDBG "Construction" funds by $543.08 from $205,059.04 to $204,515.96 and decreasing the Construction budget to $425,882.62 as referenced in the attached "Exhibit 1-C" ; and

WHEREAS, the Grantee and the Division desire to amend the terms and conditions upon which the Grant Agreement, as amended, will be administered.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby mutually agree to amend the Grant Agreement as follows:

1. The "Exhibit 1-C" of the Grant Agreement is hereby replaced in its entirety with "Exhibit 1-C", attached hereto.

2. All other provisions of the Grant Agreement not amended herein remain in full force and effect.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

GRANTEE

_____ _____
Chief Elected Official/Authorized Signatory Date

_____
(Type or Print Name)

STATE OF NEW MEXICO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

_____
Notary Public

My Commission Expires: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By: _____ _____
DFA/LGD Division Director, Donnie Quintana Date

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____.

_____
Notary Public

My Commission Expires: _____

Exhibit 1-C **Project Cost/Financing Summary**

Entity Name:	Chaves County	☐ **Grant Agreement**		**CDBG Amount:**	$ 238,528.04
CDBG Project Number:	18-C-NR-I-01-G-18	☑ **Grant Amendment**		**Other Amount:**	$ 247,219.13

Project Cost Activities	**Project Funding Sources**					**Total Project Cost**
	CDBG Funds	**Other Sources (identify other local, state, federal, or private)**				
		Cash Match	**Leverage**			
Administration (Contractual)	$ 6,500.00	$ 2,887.13				**$ 9,387.13**
Architect/Engineer	$ 27,512.08	$ 16,465.67	$ 1,999.67			**$ 45,977.42**
Other Professional		$ 4,500.00				**$ 4,500.00**
Inspection (Testing)						**$ -**
Property Acquisition						**$ -**
Property Rehabilitation						**$ -**
Construction	$ 204,515.96		$ 221,366.66			**$ 425,882.62**
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
Totals	**$ 238,528.04**	**$ 23,852.80**	**$ 223,366.33**	**$ -**	**$ -**	**$ 485,747.17**

AGENDA ITEM: 6

A. Agreement A-19-010 between Chaves County and Chaves County CASA for Youth Advocacy Program

B. Agreement A-19-011 between Chaves County and Chaves County CASA for Gender Specific Program

C. Agreement A-19-012 between Chaves County and Chaves County CASA for Alternative Education Program

D. Agreement A-19-013 between Chaves County and WINGS for L.I.F.E For the Building Assets Program

E. Agreement A-19-014 between Chaves County and WINGS for L.I.F.E For Why Try Middle School Program

MEETING DATE: 06/27/2019

STAFF SUMMARY REPORT

Action Requested by: Lucia Serrano, Continuum Coordinator

Action Requested:
A. Approval of Agreement A-19-010
B. Approval of Agreement A-19-011
C. Approval of Agreement A-19-012
D. Approval of Agreement A-19-013
E. Approval of Agreement A-19-014

Item Summary:

Chaves County received funding under the Juvenile Justice Continuum Grant for programs addressing at-risk youths. Chaves County would like to award subcontract to the attached providers to provide services for this grant.

The term of Subcontract agreements will be from July 1st, 2019 through June 30th, 2020.

Staff recommends approval.

SUPPORT DOCUMENTS:

A. Approval of Agreement A-19-010
B. Approval of Agreement A-19-011
C. Approval of Agreement A-19-012
D. Approval of Agreement A-19-013
E. Approval of Agreement A-19-014

Summary by: Lucia Serrano

Title: Continuum Coordinator

AGREEMENT A-19-010
BETWEEN CHAVES COUNTY AND
CHAVES COUNTY CASA FOR YOUTH ADVOCACY PROGRAM

THIS AGREEMENT is made and entered into this 27th June 2019 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County" and Chaves County CASA, hereinafter referred to as "Contractor".

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

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department (Chaves County Agreement A-19-003 that references CYFD Agreement 20-690-3000-16723) effective July 1, 2019, and

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. SCOPE OF WORK: In an effort to increase the self-esteem, coping skills and promote a positive outlook and goal-setting skills for youth involved in the juvenile courts system, the Contractor shall:

   A. Provide guidance, support and assistance to youth as they navigate the court system through appointed advocates. Advocates conduct assessments of youth referred to the program, appear with the youth in court, conduct home visits, and make referrals to necessary services.
   B. Youth Advocacy services include Court Appointed Special Advocacy, Kinship Care, and Referral and Assessment for any needs that can be identified.

2. PROJECT OUTCOMES: Within the context of the "Continuum of programs and services" identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

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

   Performance Measures
   A. Number and demographics of youth enrolled in the programs.

B. Numbers of assessments completed on youth referred by the courts or juvenile probation.
C. Number of youth who access services identified in the service plans.

3. COMPENSATION: The County agrees to pay the Contractor in full payment for services rendered on a monthly basis, upon receipt of invoices, receipts and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.

A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
B. The total amount of monies payable to the Contractor under this Agreement shall not exceed $54,650.00 unless approved by the County.
C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5th of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2020. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.

4. TERM OF THE AGREEMENT: Services will commence on July 1, 2019. This agreement shall terminate on June 30, 2020. Subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 20-690-3000-16723 between Chaves County and CYFD.

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

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable for self-employment tax.

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

8. SUBCONTRACTING: This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

9. RECORDS AND AUDIT: The Contractor shall maintain 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 County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3—Administrative and Fiscal Standards, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

10. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See cilso Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

11. NON RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

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

13. CONFIDENTIALITY: Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regards to HIPPA.

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

15. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.

16. MODIFICATION: This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

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

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

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

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

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

ATTEST:

_____
Dave Kunko, Chaves County Clerk

CHAVES COUNTY CASA

_____ Date: _____
Carrie-Leigh Cloutier, Executive Director

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: 02134839001 Date: _____

AGREEMENT A-19-011
BETWEEN CHAVES COUNTY AND
CHAVES COUNTY CASA FOR GENDER SPECIFIC PROGRAM

THIS AGREEMENT is made and entered into this 27th of June 2019 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County" and Chaves County CASA, hereinafter referred to as "Contractor".

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

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department (Chaves County Agreement A-19-003 that references CYFD Agreement 20-690-3000-16723) effective July 1, 2019, and

WHEREAS, Chaves County desires to contract services with the Contractor, as part of the Juvenile Continuum Act, for a Girl's Circle Program/ Boy's Council Program, and

WHEREAS, both parties desire to enter into this Agreement.

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

1. SCOPE OF WORK: The Contractor shall provide an evidenced-based gender-specific program for female/male juvenile offenders who meet criteria for positive peer relationships skills in order to reduce risk of delinquent behavior.

2. PROJECT OUTCOMES: Within the context of the "Continuum of programs and services" identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

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

   Performance Measures
   A. Number and demographics of youth enrolled in the program.
   B. Numbers of youth who attend sessions weekly.
   C. Number of youth who complete the 12-week program session.

3. COMPENSATION: The County agrees to pay the Contractor in full payment for services rendered on a monthly basis, upon receipt of invoices, receipts and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.

   A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
   B. The total amount of monies payable to the Contractor under this Agreement shall not exceed $14,400.00 unless approved by the County.

C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5th of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2020. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.

4. TERM OF THE AGREEMENT: Services will commence on July 1, 2019. This agreement shall terminate on June 30, 2020. Subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 20-690-3000-16723 between Chaves County and CYFD.

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

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable for self-employment tax.

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

8. SUBCONTRACTING: This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

9. RECORDS AND AUDIT: The Contractor shall maintain 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 County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3—Administrative and Fiscal Standards, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

10. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI

of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

11. NON RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

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

13. CONFIDENTIALITY: Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regards to HIPPA.

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

15. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.

16. MODIFICATION: This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

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

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

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

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

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____

William E Cavin, Chairman

ATTEST:

_____

Dave Kunko, Chaves County Clerk

CHAVES COUNTY CASA

_____ Date: _____

Carrie-Leigh Cloutier, Executive Director

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: 02134839001 Date: _____

AGREEMENT A-19-012
BETWEEN CHAVES COUNTY AND
CHAVES COUNTY CASA FOR ALTERNATIVE EDUCATION

THIS AGREEMENT is made and entered into this 27th of June 2019 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County" and Chaves County CASA, hereinafter referred to as "Contractor".

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

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department (Chaves County Agreement A-19-003 that references CYFD Agreement 20-690-3000-16723) effective July 1, 2019, and

WHEREAS, Chaves County desires to contract services with the Contractor, as part of the Juvenile Continuum Act, for Alternative Education, and

WHEREAS, both parties desire to enter into this Agreement.

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

1. SCOPE OF WORK: In an effort to reduce recidivism and divert youth from further involvement in the juvenile justice system through early intervention and assessment, the Contractor shall:

   A. Develop a day reporting center that will serve as an alternative education site for youth who have been suspended from school for 3 to 10 days or who are on long-term suspension in order for them to obtain, maintain or complete academic credits while not in school.

2. PROJECT OUTCOMES: Within the context of the "Continuum of programs and services" identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

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

Performance Measures

A. Number and demographics of youth participating in the program;
B. Number of youth who access services;

C. Number of youth who attend alternative education classes
D. Number of days youth are absent from alternative education classes; and
E. Number of youth who access services identified on all service plans.
F. Number of youth who maintain or complete academic credits while in the alternative education classroom.

3. COMPENSATION: The County agrees to pay the Contractor in full payment for services rendered on a monthly basis, upon receipt of invoices, receipts and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.

A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.
B. The total amount of monies payable to the Contractor under this Agreement shall not exceed $36,000.00 unless approved by the County.
C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5th of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2020. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.

4. TERM OF THE AGREEMENT: Services will commence on July 1, 2019. This agreement shall terminate on June 30, 2020. Subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 20-690-3000-16723 between Chaves County and CYFD.

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

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable for self-employment tax.

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

8. SUBCONTRACTING: This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

9. RECORDS AND AUDIT: The Contractor shall maintain 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 County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3—Administrative and Fiscal Standards, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

10. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

11. NON RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

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

13. CONFIDENTIALITY: Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance

Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regards to HIPPA.

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

15. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.

16. MODIFICATION: This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

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

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

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

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

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____

William E Cavin, Chairman

ATTEST:

_____

Dave Kunko, Chaves County Clerk

CHAVES COUNTY CASA

_____ Date: _____

Carrie-Leigh Cloutier, Executive Director

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: 02134839001 Date: _____

AGREEMENT A-19-013
BETWEEN CHAVES COUNTY AND
WINGS FOR L.I.F.E FOR BUILDING ASSETS PROGRAM.

THIS AGREEMENT is made and entered into this 27th of June 2019 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County" and WINGS for L.I.F.E., hereinafter referred to as "Contractor".

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

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department (Chaves County Agreement A-19-003 that references CYFD Agreement 20-690-3000-16723) effective July 1, 2019, and

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. SCOPE OF WORK: The Contractor shall teach Elementary School children developmental life skills and healthy decision-making skills in order to make positive decisions prior to reaching adolescence in order to increase the youth's ability to make positive choices well in to adolescence and adulthood, including the use of the Developmental Assets Program.

2. PROJECT OUTCOMES: Within the context of the "Continuum of programs and services" identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

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

   Performance Measures
   A. Number and demographics of youth enrolled in the program.
   B. Numbers of youth who attend the classes on a weekly basis.
   C. Number of families who attend family activities.

3. COMPENSATION: The County agrees to pay the Contractor in full payment for services rendered on a monthly basis, upon receipt of invoices, receipts and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.

   A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.

B. The total amount of monies payable to the Contractor under this Agreement shall not exceed $67,200.00 unless approved by the County.

C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5th of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2020. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.

4. TERM OF THE AGREEMENT: Services will commence on July 1, 2019. This agreement shall terminate on June 30, 2020. Subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 20-690-3000-16723 between Chaves County and CYFD.

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

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable for self-employment tax.

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

8. SUBCONTRACTING: This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

9. RECORDS AND AUDIT: The Contractor shall maintain 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 County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3—Administrative and Fiscal Standards, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

10. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe

Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

11. NON RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

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

13. CONFIDENTIALITY: Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regards to HIPPA.

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

15. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.

16. MODIFICATION: This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. MERGER: This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior

agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

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

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

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

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____
William E Cavin, Chairman

ATTEST:

_____
Dave Kunko, Chaves County Clerk

WINGS FOR L.I.F.E

_____ Date: _____
Shelly Currier, Executive Director

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

CRS ID Number: 26-1434261 Date:

AGREEMENT A-19-014
BETWEEN CHAVES COUNTY AND
WINGS FOR L.I.F.E. FOR WHY TRY MIDDLE SCHOOL PROGRAM

THIS AGREEMENT is made and entered into this 27th of June 2019 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County" and WINGS for L.I.F.E., hereinafter referred to as "Contractor".

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

WHEREAS, Chaves County entered into an agreement with the State of New Mexico Children Youth and Families Department (Chaves County Agreement A-19-003 that references CYFD Agreement 20-690-3000-16723) effective July 1, 2019, and

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

WHEREAS, both parties desire to enter into this Agreement.

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

1. SCOPE OF WORK: The Contractor shall teach Middle School children developmental life skills and healthy decision making skills in order to make positive decisions prior to reaching adolescence in order to increase the youth's ability to make positive choices well in to adolescence and adulthood, including the use of the Developmental Assets Program.

2. PROJECT OUTCOMES: Within the context of the "Continuum of programs and services" identified in the above Scope of Work, the following project outcomes and performance measures shall be documented.

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

   Performance Measures
   A. Number and demographics of youth enrolled in the program.
   B. Numbers of youth who attend the classes on a weekly basis.
   C. Number of families who attend family activities.

3. COMPENSATION: The County agrees to pay the Contractor in full payment for services rendered on a monthly basis, upon receipt of invoices, receipts and documentation in accordance with the budget set forth in Exhibit A, attached hereto and incorporated into this Agreement.

   A. The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor.

B. The total amount of monies payable to the Contractor under this Agreement shall not exceed $20,400.00 unless approved by the County.

C. This is a reimbursable contract. All invoices and receipts must be turned into Chaves County Community Development Department, PO Box 1597, Roswell, NM 88202-1597, on a monthly basis, no later than the 5th of the following month that services were provided. All final reimbursement requests must be submitted by June 30, 2020. All reimbursements are subject to approval by the County and the Children, Youth and Families Department.

4. TERM OF THE AGREEMENT: Services will commence on July 1, 2019. This agreement shall terminate on June 30, 2020. Subcontractor is responsible for adherence to this agreement and attachments to CYFD agreement # 20-690-3000-16723 between Chaves County and CYFD.

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

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor performing professional services for the County and is not an employee of the County. As such, the Contractor, its agents and employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the County as a result of this agreement. The Contractor acknowledges that all sums received hereunder are personally reportable for self-employment tax.

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

8. SUBCONTRACTING: This Agreement is based upon the skill and reliability of the Contractor. The Contractor may not subcontract any portion of the services to be performed under this agreement without the prior written approval of the County.

9. RECORDS AND AUDIT: The Contractor shall maintain 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 County, CYFD, the Department of Finance and Administration and the State Auditor. The County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payments. The Contractor agrees to comply with the requirements and regulations set forth in Attachment 3—Administrative and Fiscal Standards, unless the Contractor effectively demonstrates in writing, with written approval from CYFD, that any specific Standard is inapplicable to such Contractor.

10. NON-DISCRIMINATION FEDERAL LAW: The Contractor will also comply (and will require any subcontractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe

Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C.~ 12131-34); the Education Amendments of 1972 (20 U.S.C. §~ 1681, 1683. 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §~ 6101-07); and DOJ's Regulations on the Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38, See Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). The Contractor shall ensure that any subcontracts it issues include a similar provision requiring the subcontractor to comply with these statutorily imposed nondiscrimination requirements.

11. NON RETALIATION: In accordance with State and Federal Civil Rights laws, the Contractor shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws. The Contractor shall ensure that any subcontracts it issues include a similar provision prohibiting the subcontractor from engaging in retaliation against individuals who take action or participate in action to secure rights protected by these laws.

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

13. CONFIDENTIALITY: Any confidential information provided to or developed by the Contractor in the performance of this agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County. The Contractor will comply with the Health Insurance Portability and Accountability Act ("HIPPA") and will comply with the Chaves County Policy and Procedures in regards to HIPPA.

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

15. CONFLICT OF INTEREST: The Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which would conflict in any manner or degree with the performance or services required under the agreement.

16. MODIFICATION: This agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

17. MERGER: This agreement incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written agreement. No prior

agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

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

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

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

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

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

CHAVES COUNTY BOARD OF COMMISSIONERS

_____ Date: _____

William E. Cavin, Chairman

ATTEST:

_____

Dave Kunko, Chaves County Clerk

WINGS FOR L.I.F.E

_____ Date: _____

Shelly Currier, Executive Director

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

CRS ID Number: 26-1434261 Date:

AGENDA ITEM: 7

Requesting Approval of: Ratification of signature for Agreement A-19-017 between Chaves County and the NM Department of Finance and Administration for Appropriation #19-D2948 in the amount of $100,000.00

MEETING DATE: 6/27/2019

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Ratification of Signature for Agreement A-19-017

Item Summary:

Staff requests approval for Ratification of signature for Agreement #A-19-017 between Chaves County and the New Mexico Department of Finance and Administration for Appropriation #19-D2948 in the amount of $100,000.00 to purchase and equip wheelchair accessible Vans for the Southeast New Mexico Veteran's Transportation Network in Chaves County.

Appropriation funding reverts June 30, 2023.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-19-017

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this____day of_____, 20___, by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, 87501, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the **Chaves County,** hereinafter called the "Grantee." This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2019, Chapter 277, Section 34, Para. 147, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, pursuant to Sections 9-6-5 and 9-6-5.1 NMSA 1978, the Secretary of the Department of Finance and Administration has the power and the authority to (i) maintain long-range estimates and plans for capital projects and develop standards for measuring the need for, and utility of, proposed projects; (ii) contract for, receive and utilize any grants or other financial assistance made available by the United States government or by any other source, public or private; (iii) provide planning and funding assistance to units of local government, council of government organizations, Indian tribal governments situated within New Mexico, and to nonprofit entities having for their purpose local, regional or community betterment; (iv) incident to any such programs, may enter into contracts and agreements with such units of local government, council of government organizations, Indian tribal governments, nonprofit entities and the federal government; and (v) delegate such authority to the Local Government Division as being necessary and appropriate to such delegation;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

19-D2948 $100,000.00 Appropriation Reversion Date: 30-JUN-21
Laws of 2019, Chapter 277, Section 34, Paragraph 147, One Hundred Thousand Dollars ($100,000.00) to purchase and equip wheelchair-accessible vans for the southeast New Mexico veterans transportation network in Chaves county.

The Grantee's total reimbursements shall not exceed One Hundred Thousand Dollars (**$100,000.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")[1], if applicable, Zero Dollars (**$0.00**), which equals One Hundred Thousand Dollars (**$100,000.00**) (the "Adjusted Appropriation Amount").

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse[2] Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

(i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and

(ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and

(iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and

(iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

a. must be approved by the applicable oversight entity (if any) in accordance with law; or

b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to Articles II(A)(v)(a) and II(A)(v)(b) herein, the Department may, in its sole and absolute discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

[1] The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars ($200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars ($100,000)." Section 13-4A-4 NMSA 1978.

[2] "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

(vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**

b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.

c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.

d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work peformed or goods received prior to the effective date of the Notice of Obligation is wholly and soley the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee designates the person(s) listed below, or their successor as their official representative(s) concerning all matters related to this Agreement.

Grantee: Chaves County
Name: Georgianna Hunt
Title: CD Project Specialist
Address: #1 St. Mary's Place, Roswell, NM, 88203
Email: ghunt@co.chaves.nm.us
Telephone: 575-624-6689

The Grantee designates the person(s) listed below, or their successor, as their Fiscal Officer or Fiscal Agent concerning all matters related to this Agreement.

Grantee: Chaves County
Name: Joe Sedillo
Title: Chief Financial Officer
Address: #1 St. Mary's Place, Roswell, NM, 88203
Email: sedilloj@co.chaves.nm.us
Telephone: 575-624-6646

The Department designates the persons listed below, or their successors, as Points of Contact for matters related to this Agreement.

Department: DFA/Local Government Division
Name: Ms. Maxx Hendren
Title: Project Manager
Address: Bataan Memorial Bldg Rm 202, Santa Fe, New Mexico, 87501
Email: maxxp.hendren@state.nm.us
Telephone: 505-827-4747

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, DEADLINE TO EXPEND FUNDS

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2021**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date. Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are ***not*** expended and an expenditure has ***not*** occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

(i) Termination due to completion of the Project before the Reversion Date; or

(ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or

(iii)Termination for violation of the terms of this Agreement; or

(iv)Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days' advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-Appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term "non-appropriate" or "non-appropriation" includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to in Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, and such termination shall be effective as of the effective date of the law making the non-appropriation. The Department's decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its sole and absolute discretion, to provide written notice to the Grantee to suspend entering into new and further obligations. Upon the receipt of such written notice by the Grantee:

(i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and

(ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and

(iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole and absolute obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its sole and absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. **Database reporting**

The Grantee shall report monthly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (http://cpms.dfa.state.nm.us). Additionally, the Grantee shall certify on the Request for Payment form (exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimburesment of funds. The Department shall give the Grantee with a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Monthly reports shall be due on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of the final request for reimbursement for the Project.

B. **Requests for Additional Information/Project Inspection**

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may:

(i) request such additional information regarding the Project as it deems necessary; and

(ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 1. Payment requests are subject to the following procedures:

(i) The Grantee must submit a Request for Payment; and

(ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilitites incurred by the Grantee in the form of actual unpaid invoicees received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liablities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.

(iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is requied to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

B. The Grantee must obligate 5% of the Adjusted Appropriation Amount within six months of the acceptance of the grant agreement and must have expended no less than 85% of the Adjusted Appropriation Amount six months prior to the reversion date.

C. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

(i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or

(ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or

(iii) Twenty (20) days from the date of Early Termination; or

(iv) Twenty (20) days from the reversion date.

D. The Grantee's failure to abide by the requirements set forth in Article II and Article IX herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

A. The following general conditions and restrictions are applicable to the Project:

(i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).

(ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars ($60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.

(iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."

(iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, required, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

(v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

B. The Grantee hereby represents and warrants the following:

(i) The Grantee has the legal authority to receive and expend the Project's funds.

(ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.

(iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.

(iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.

(v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.

(vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

(vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS; PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department, the Department of Finance and Administration, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department of Finance and Administration finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges, warrants, and agrees that Grantee shall include a "non-appropriations" clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

"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, the **Chaves County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Chaves County**'s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Chaves County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Chaves County** or the Department."

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

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

"This contract is funded in whole or in part by funds made available under DFA/LGD Grant Agreement. Should DFA/LGD early terminate the grant agreement, the **Chaves County** may early terminate this contract by providing

Contractor written notice of such termination. In the event of termination pursuant to this paragraph, the Chaves County's only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date."

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND PROJECT AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, and that the associated bond proceeds are administered by the New Mexico State Board of Finance (SBOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole and absolute responsibility to determine through SBOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a SBOF imposed condition does not affect the validity or enforceability of the condition; (iii) the SBOF may in the future impose further or different conditions upon the Project; (iv) all SBOF conditions are effective without amendment of this Agreement; (v) all applicable SBOF conditions must be satisfied before the SBOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current SBOF conditions being satisfied.

B. Grantee acknowledges and agrees that SBOF may in its sole and absolute deiscretion remove a project's assigned bond proceeds if the project doesn't proceed sufficiently. Entities must comply with the requirement to encumber five percent (5%) of Project funds within six months of bond issuance as certified by the grantee in the Bond Questionaire and Certification documents submitted to the SBOF. Failure to comply may result in the bond proceeds reassignment to a new ready project. If this should occur this grant agreement will be suspended until the entity has demostrated readiness as determined by the SBOF and the Department.

C. Grantee achknowledeges and agrees that this agreement is subject to the SBOF's Bond Project Disbursements

rule, NMAC 2.61.6, as may be ammended or re-codified. The rule provides definitions and interpretations of grant language for the purpose of determining whether a particular activity is allowable under the authorizing language of the agreement.]

[THIS SPACE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have duly executed Agreement as of the date of execution by the Department.

GRANTEE

Chaves County Government

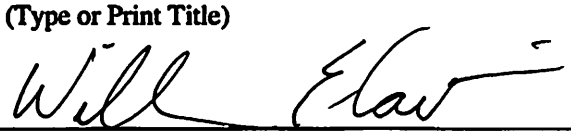
Entity Name

By: William E. Cavin

(Type or Print Name)

Its: Chairman

(Type or Print Title)



Signature of Official with Authority to Bind Grantee

May 23, 2019

Date

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Its: Division Director

Signature

Date

STATE OF NEW MEXICO
CAPITAL GRANT PROJECT
Request for Payment Form
Exhibit 1

I. Grantee Information

(Make sure information is complete & accurate)

A. Grantee: _____

B. Address: _____

(Complete Mailing, including Suite, if applicable)

_____

City, State, Zip

C. Phone No: _____

D. Grant No: _____

E. Project Title: _____

F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____

B. Grant Amount: _____

C. AIPP Amount *(If Applicable)*: _____

D. Funds Requested to Date: _____

E. Amount Requested this Payment: _____

F. Reversion Amount (If *Applicable*): _____

G. Grant Balance: _____

H. ☐ GF ☐ GOB ☐ STB (*attach wire if first draw*)

I. ☐ Final Request for Payment (*if Applicable*)

III. Fiscal Year : _____

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. ☑ Reporting Certification:

I hereby certify to the best of my knowledge and belief, that database reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with Article VIII of the Capital Outlay Grant Agreement.

V. ☑ Compliance Certification:

Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

_____ _____

Grantee Fiscal Officer
or **Fiscal Agent** (*if applicable*)

Grantee Representative

_____ _____

Printed Name

Printed Name

Date: _____

Date: _____

(State Agency Use Only)

Vendor Code: _____ **Fund No.:** _____ **Loc No.:** _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

_____ _____

Division Fiscal Officer Date

Division Project Manager Date

NOTICE OF OBLIGATION TO REIMBURSE GRANTEE
EXHIBIT 2

Notice of Obligation to Reimburse Grantee # _____

DATE: _____

TO: Department Representative: _____, _____

FROM: Grantee Entity: _____

Grantee Official Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: _____

Grant Termination Date: _____

As the designated representative of the Department for Grant Agreement number _____ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: _____

Third Party Obligation Amount: _____

Vendor or Contractor: _____

Third Party Obligation Amount: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount (Minus AIPP if applicable): _____

The Amount of this Notice of Obligation: _____

The Total Amount of all Previously Issued Notices of Obligation: _____

The Total Amount of all Notices of Obligation to Date: $ 0.00

Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.

Department Rep. Approver: _____

Title: _____

Signature: _____

Date: _____

1 Administrative and/or Indirect Cost – generally, the legislation authorizing the issuance of bonds prohibits the use of its proceeds for indirect expenses (e.g. penalty fees or damages other than pay for work performed, attorney fees, and administrative fees). Such use of bond proceeds shall not be allowed unless specifically authorized by statute.

AGENDA ITEM: 8

Agreement A-19-018 between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY 18/19

MEETING DATE: 06/27/2019

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested: Approval of Agreement A-19-018

Item Summary:

Chaves County DWI program was awarded $47,000.00 in Local DWI grant funds for Fiscal Year 2019-2020.

The term of the Agreement will start on July 1, 2019 and will extend to June 30, 2020.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-19-018

Summary by: Lucia Serrano

Title: DWI Coordinator

A-19-018
STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
DWI GRANT PROGRAM

DWI GRANT AGREEMENT
Program No. 20-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**.

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 30, 2019, the DWI Grant Council awarded the Grantee **$47,000.00** 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 hereto do 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, 2019 and will terminate on June 30, 2020.

B. The General Appropriation Act of 2019, Section 3, General Provisions (C) states: "Amounts set out in Section 4 of the General Appropriation Act of 2019, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2020 for the objects expressed". Per 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 and accurate to allow 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 the "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall be required to 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 any fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2019**.

2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" as defined by the by the HIPAA Regulations.

3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2019**, **January 31, 2020**, and **April 30, 2020** 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.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 10, 2020.**

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.

2. The Annual Report shall be submitted no later than **July 31, 2020.**

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 **Forty-Seven Thousand Dollars and no Cents ($47,000.00).** 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 any 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 terminate this Grant Agreement if, at any time, in the judgment of the Division, the provisions of this Grant

Agreement have been 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 between the Grantee and the Division.

C. Early Termination for Convenience: Except as provided in Article X, Appropriations, 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 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.**

Grantees will 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 justification can be provided that the organization(s) is the only one in the area that can provide the services. The Grantee will be required to submit to the Division written documentation describing the reason for sole source contracting prior to entering into the contract and all provisions of the Procurement Code **MUST** be adhered to in regard to the requirements.

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. If applicable, it will comply with all HIPAA requirements and HIPAA 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

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

Phone: (505) 827-4441
Email: NaomiL.Brodkey@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) (51%)** 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, 2019,** 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, 2019,** 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, 2019,** 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, 2019.**

G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained in a current up-to-date status.**

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

A. 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:_____ _____
Authorized Signatory Date

_____
(Type or Print Name)

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By:_____ _____
Donnie Quintana, Director Date

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: Chaves County
Grant No.: 20-D-G-03
Grant Amount: $47,000.00

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. (Section 43-3-11(D), NMSA 1978).

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 health, family and social relationships, emotional health, well-being, and general life functioning.

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.

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 include community service supervision, as well. All programs must use the State selected screening and tracking instrument. Programs which are funding supervised probation-type services must follow the Misdemeanor Compliance Program Guidelines issued by the Administrative Office of the Courts (AOC).

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

Grantee: _____ **Quarter:** _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Grant: ___Exhibit D & D(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation	Grant: ___Exhibit D & D(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation
Distribution: ___Exhibit F & F(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation ___Backup Documentation of fees collected and spent	Distribution: ___Exhibit F & F(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation ___Backup Documentation of fees collected and spent
___Exhibit I – Enforcement Activity Report and/or ___Exhibit I (B) – Full Time Officer Report	___Exhibit I – Enforcement Activity Report and/or ___Exhibit I (B) – Full Time Officer Report
___Complete, Review & Attach Managerial Data Set (MDS) Quarterly Report	___Review Managerial Data Set (MDS) Quarterly Report
___Complete, Review & Attach ADE Screening & Tracking Quarterly Report	___Review ADE Screening & Tracking Quarterly Report
___LDWI Planning Council Meeting Agenda and Minutes (Signed) ___Planning Council Meeting Sign In Sheet(s)	___LDWI Planning Council Meeting Agenda and Minutes (Signed) ___Planning Council Meeting Sign In Sheet(s)
___Successes/Challenges	___Successes/Challenges

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

_____	_____	_____
Program Representative Signature	Print Name	Date
_____	_____	_____
County/City Official Signature	Print Name	Date

FOR DFA USE ONLY

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

_____	_____	_____
LDWI Program Manager Signature	Print Name	Date

Exhibit C

Local DWI Grant Program
Revenue/Expenditure Summary

Grantee
Chaves County

Total Grant
$47,000.00

Grant No.: 20-D-G-3

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match***	TOTAL
		ADMINISTRATIVE*			
Local DWI Program Grant	47,000.00	Personnel Services		0.00	0.00
		Employee Benefits		0.00	0.00
In-Kind Match:					
Program Generated Fees	24,000.00				
County					
City		**PROGRAM**			
Judicial/Courts		Personnel Services	0.00	0.00	0.00
Other (list):		Employee Benefits	0.00	0.00	0.00
		Travel (In-State)	0.00	0.00	0.00
		Travel (Out-of-State)	0.00	0.00	0.00
		Supplies	0.00	0.00	0.00
		Operating Costs	0.00	0.00	0.00
		Contractual Services	47,000.00	24,000.00	71,000.00
		Minor Equipment	0.00	0.00	0.00
		Capital Purchases**	0.00	0.00	0.00
TOTAL REVENUES	**71,000.00**	**TOTAL EXPENDITURES**	**47,000.00**	**24,000.00**	**71,000.00**

* Administrative is allowed only as In-Kind Match
**Capital purchases must have prior approval from DFA/LDWI.
*** In-Kind Match must be at least 10% of Grant Expenditure total
10%= 4,700.00

Revised: July 2019

Exhibit C (1)

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

Grant:

	Budget	
Prevention	0.00	
Enforcement	0.00	
Screening	0.00	
Domestic Violence	0.00	
Treatment: Outpatient/Jailbased	47,000.00	
Compliance Monitoring/Tracking	0.00	
Coordination, Planning & Evaluation	0.00	
Alternative Sentencing	0.00	
Totals:	47,000.00	
ck	47,000.00	

Chaves County
PO Box 1597
Roswell, NM 88202

575-624-6576
20-D-G-3

In-Kind Match:

	Budget	
Prevention	0.00	
Enforcement	0.00	
Screening	24,000.00	
Domestic Violence	0.00	
Treatment: Outpatient/Jailbased	0.00	
Compliance Monitoring/Tracking	0.00	
Coordination, Planning & Evaluation	0.00	
Alternative Sentencing	0.00	
Totals:	24,000.00	ck 24,000.00

Tot. Bud. Expd:	71,000.00	ck	71,000.00

Revised: July 2019

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: 1

I. A. Grantee:	Chaves County	II. Payment:	
B. Address:	PO Box 1597	A. Grant Award:	$47,000.00
	Roswell, NM 88202	B. Funds Received To Date:	$0.00
		C. Amount Requested This Payment:	$0.00
C. Telephone No.:	575-624-6576	D. Grant Balance:	$47,000.00
D. Grant No.:	20-D-G-3	III. Report Period Ending:	

47,000.00

Budget Line Items	Grant				In-Kind Match				Total YTD Expenditures	
	Approved Budget	Expenditures This Request	Remaining Budget		Approved Budget	Expenditures This Request	Remaining Budget			
ADMINISTRATIVE										
Personnel Services					0.00	0.00	0.00		0.00	Per. Serv.
Employee Benefits					0.00	0.00	0.00		0.00	Empl. Ben.
PROGRAM										
Personnel Services	0.00	0.00	0.00		0.00	0.00	0.00		0.00	Per. Serv.
Employee Benefits	0.00	0.00	0.00		0.00	0.00	0.00		0.00	Empl. Ben.
Travel (In-State)	0.00	0.00	0.00		0.00	0.00	0.00		0.00	Travel In
Travel (Out-of-State)	0.00	0.00	0.00		0.00	0.00	0.00		0.00	Travel Out
Supplies	0.00	0.00	0.00		0.00	0.00	0.00		0.00	Supplies
Operating Costs	0.00	0.00	0.00		0.00	0.00	0.00		0.00	Operating
Contractual Services	47,000.00	0.00	47,000.00		24,000.00	0.00	24,000.00		0.00	Contractual
Minor Equipment	0.00	0.00	0.00		0.00	0.00	0.00		0.00	Minor Equip.
Capital Purchases	0.00	0.00	0.00		0.00	0.00	0.00		0.00	Capital Purch
TOTALS	47,000.00	0.00	47,000.00		24,000.00	0.00	24,000.00		0.00	

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

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representive (Printed Name and Title)

Grantee Fiscal Officer (Signature) Date

Grantee Representive (Signature) Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer Date

Local Government Division Program Manager Date

Revised: July 2019

Exhibit D (1)

LOCAL DWI GRANT PROGRAM

Request for Payment/Financial Status Report
Breakdown By Component

Grantee: Chaves County
Grant No.: 20-D-G-3
Request No. 1

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

Grant:

	Budget	This Request	Remaining Budget	Expenditures YTD
Prevention	0.00	0.00	0.00	0.00
Enforcement	0.00	0.00	0.00	0.00
Screening	0.00	0.00	0.00	0.00
Domestic Violence	0.00	0.00	0.00	0.00
Treatment: Outpatient/Jailbased	47,000.00	0.00	47,000.00	0.00
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00
Coordination, Planning & Evaluation	0.00	0.00	0.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Totals:	47,000.00	0.00	47,000.00	0.00

In-Kind Match:

	Budget	This Request	Remaining Budget	Expenditures YTD	Additional In-Kind Match
Prevention	0.00	0.00	0.00	0.00	
Enforcement	0.00	0.00	0.00	0.00	
Screening	24,000.00	0.00	24,000.00	0.00	
Domestic Violence	0.00	0.00	0.00	0.00	
Treatment: Outpatient/Jailbased	0.00	0.00	0.00	0.00	
Compliance Monitoring/Tracking	0.00	0.00	0.00	0.00	
Coordination, Planning & Evaluation	0.00	0.00	0.00	0.00	
Alternative Sentencing	0.00	0.00	0.00	0.00	
Totals:	24,000.00	0.00	24,000.00	0.00	0.00

		Checks:
Total Expenditures This Reimbursement:	0.00	0.00
Total Expenditures Year to Date:	0.00	0.00
Total Additional In-Kind Match Year to Date:	0.00	

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

Grantee Representive (Signature) _____ Title _____ Date _____

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

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

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

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

Pay Period	Name	Job title	Document Identifier	Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job title	Document Identifier	Description	Amount	Component

Total Employee Benefits: 0.00

Travel (In-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component

Total Travel (In-State): 0.00

Travel (Out-of-State)

Date of Travel & Location	Traveler's Name	Purpose of Travel	Check Date	Document Identifier	Amount	Component

Total Travel (Out-of-State): 0.00

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

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

*Prevention Giveaways/Promotional Items

Total Supplies: 0.00

Operating Costs

Date(s) Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Operating Costs: 0.00

Contractual Services

Period Covered	Check Date	Vendor	Description	Document Identifier	Amount	Component

Total Contractual Services: 0.00

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Minor Equipment: 0.00

Exhibit G- Grant

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component

Total Capital Purchases: 0.00

Total Grant Fund Reimbursement Request: **0.00**

Check: 0.00

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

Grantee Representative (Signature) _____ Title _____ Date

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality:	0	**Total Grant Funds Requested This Request:**	0.00
Grant No.:	0	**Total In-Kind Match This Request:**	0.00
Request No.:	0	**Total Expenditures Reported This Request:**	0.00

In-Kind Match Expenditures:

ADMINISTRATIVE

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component

Total Employee Benefits: 0.00

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Document Identifier	Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job Title	Document Identifier	Description	Amount	Component

Total Employee Benefits: 0.00

Travel (In-State)

Exhibit G - Grant In-Kind Match

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

Travel (Out-of-State)

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

Supplies

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
				Total Supplies:	0.00	

Operating Costs

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

Contractual Services

Date(s) Incurred	Vendor / Contractor	Description	Check Date	Document Identifier	Amount	Component
				Total Contractual Services:	0.00	

Minor Equipment

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
				Total Minor Equipment:	0.00	

Capital Purchases

Date Incurred	Vendor	Description	Check Date	Document Identifier	Amount	Component
				Total Capital Purchases:	0.00	

Exhibit G - Grant In-Kind Match

Total In-Kind Match: 0.00

Check: 0.00

Additional In-Kind Match	Total Amount	Fee Amount & Source	Additional Sources
Prevention			
Enforcement			
Screening			
Domestic Violence			
Treatment: Outpatient/Jail based			
Compliance Monitoring/Tracking			
Coordination, Planning, & Evaluation			
Alternative Sentencing			

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

Grantee Representative (Signature) | Title | Date

AGENDA ITEM: 9

A-19-019 between Chaves County and The New Mexico Transportation- Traffic Safety Division

MEETING DATE: 06/27/2019

STAFF SUMMARY REPORT

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested: Approval of A-19-019

Item Summary:

The Chaves County DWI Program was awarded $11,076.00 in CDWI funds under the New Mexico Department of Transportation- Traffic Safety Division. These monies will purchase Portable Breath Testers for the Chaves County Sheriff's Department and City of Roswell Police Department and provide Law Enforcement Trainings.

The term of this agreement will be from July 1, 2019- June 30th, 2020.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-19-019

Summary by: Lucia Serrano

Title: DWI Coordinator

VENDOR NUMBER: 0000054378

CONTRACT NUMBER:_____

A-19-019
GRANT AGREEMENT

This grant agreement is between the New Mexico Department of Transportation (**Department**) and Chaves County (**Grantee**). The Department and the Grantee agree as follows:

1. **Award.** The Department hereby awards the Grantee funding for the following Project: Community Driving While Impaired (CDWI), Project No. 20-CD-05-018, $11,076.00, (Project).

2. **Scope of Work.** The Grantee shall perform the professional services stated in exhibit A.

3. **Payment.** To be reimbursed for eligible expenses, the Grantee must submit timely, properly prepared reimbursement requests as provided in the Department's CDWI Manual. The Grantee acknowledges that the Department will not pay for any expenses incurred prior to both Parties signing the agreement, after termination of the agreement, or in excess of the amount of the award noted in Section 1. The Grantee must submit its final reimbursement request no later than thirty days after termination of this agreement.

4. **Records and Audit.** The Grantee shall strictly account for all receipts and disbursements related to this agreement. The Grantee shall record costs incurred, services rendered and payment received, and shall maintain these financial records during the agreement and for three years from the date of submission of the final reimbursement request. On request, the Grantee shall provide the financial records to the Department and the state auditor, and shall allow the Department and the state auditor to inspect or audit these financial records during business hours at the Grantee's principal office during the agreement and for five years after termination. If the financial records provided by the Grantee are insufficient to support an audit by customary accounting practices, the Grantee shall reimburse the Department for any expense incurred related to the insufficient documentation within thirty days of written notice from the Department. If an audit or inspection reveals that funds were used for expenses not directly related to the Project, or otherwise used inappropriately, or that payments were excessive or otherwise erroneous, the Grantee shall reimburse the Department for those funds or payments within thirty days of written notice.

5. **Officials Not to Benefit.** The Parties intend that no member of the New Mexico legislature or the United States Congress, or any public official, public employee or tribal council member, in that person's individual capacity, will benefit from this agreement.

6. **Termination.** The Department may terminate this agreement for any reason, by giving the Grantee thirty days written notice. The Grantee may only terminate this agreement based on the Department's uncured, material breach of the agreement. On receipt of a "Notice of Cancellation," the Grantee shall suspend work unless otherwise directed by the Department in

writing. The Parties acknowledge that termination will not nullify obligations incurred prior to termination.

7. **Appropriations.** The Grantee acknowledges that:

a. this agreement is contingent upon sufficient appropriations and authorizations being made by the Congress of the United States or the New Mexico state legislature;

b. if sufficient appropriations and authorizations are not made, this agreement will terminate upon written notice by the Department to the Grantee; and

c. the Department will not expend any funds until they are approved for expenditure, and the Department's determination as to whether approval has been granted will be final.

8. **Compliance with Law.** The Grantee, its employees, agents and contractors, shall comply with the following:

a. Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Environmental Justice Act of 1994, the Civil Rights Restoration Act of 1987, and 49 C.F.R. Section 21.

b. 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, including the Human Rights Act, NMSA 1978, Sections 28-1-1 through -15. In accordance with such, the Grantee states that no person, on the grounds of race, religion, national origin, sex, sexual orientation, gender identity, spousal affiliation, serious medical condition, age or handicap, will be excluded from employment with or participation in, denied the benefits of, or otherwise subjected to, discrimination in any activity performed under this agreement. If the Grantee it is found to be in violation of any of these requirements, the Grantee shall take prompt and appropriate steps to correct such violation.

c. State laws applicable to workers compensation benefits for the Grantee's employees, including the Workers' Compensation Act, NMSA 1978, Sections 52-1-1 through -70, and related regulations.

9. **Notices.** For a notice under this agreement to be valid, it must be in writing; be delivered by hand, registered or certified mail return receipt requested and postage prepaid, fax or e-mail; and be addressed as follows:

to NMDOT at:
New Mexico Dept. of Transportation
Attn: Traffic Safety Division
P.O. Box 1149
Santa Fe, NM 87504

to the Grantee at:
Chaves County
Attn: Lucia Serrano
#1 Saint Mary's Place
Roswell, NM 88203

10. **Severability.** The Parties intend that if any provision of this agreement is held to be unenforceable, the rest of the agreement will remain in effect as written.

11. **Tort Claims.** The Parties intend that: (1) immunity from liability for tortious conduct under NMSA 1978, Section 41-4-4(A) will apply to all conduct relating to this agreement; (2) only the waivers of immunity from liability under NMSA 1978, Sections 41-4-1 through 41-4-30 will apply; and (3) this agreement does not waive immunity from liability for tortious conduct relating to this agreement of any employee of the Department or the Grantee.

12. **Jurisdiction and Venue.** The Grantee acknowledges the jurisdiction of the courts of the state of New Mexico for any adversarial proceeding arising out of this agreement, and that venue for any such proceeding will be in the First Judicial District Court for the county of Santa Fe, New Mexico.

13. **Project Responsibility.** The Grantee acknowledges that it bears sole responsibility for performing the services referred to in Section 2.

14. **Term.** This agreement takes effect upon signature of all Parties. If the Grantee does not deliver the signed agreement to the Department within sixty days of the Department's signature, the agreement will be voidable by the Department. The agreement terminates at midnight on June 30, 2020 unless earlier terminated as provided in Section 6 or Section 7.

15. **Applicable Law.** The laws of the state of New Mexico, without giving effect to its choice of law principles, govern all adversarial proceedings arising out of this agreement.

16. **Amendment.** No amendment of this agreement will be effective unless it is in writing and signed by the Parties.

17. **No Third-party Beneficiary.** This agreement does not confer any rights or remedies on anyone other than the Department and the Grantee.

18. **Merger.** This agreement constitutes the entire understanding between the Parties with respect to the subject matter of the agreement and supersedes all other agreements, whether written or oral, between the Parties, except that this agreement does not supersede the Grantee's rights under any other grant agreement.

Each party is signing this agreement on the date stated opposite that party's signature.

DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Cabinet Secretary or Designee

CHAVES COUNTY

By: _____ Date: _____

Title: _____

Approved as to form and legal sufficiency.

By: _____ Date: 05/22/2019
Assistant General Counsel
Department of Transportation

Approved as to form and legal sufficiency.

By: _____
Counsel for Chaves County

Exhibit A

SCOPE OF WORK, TRAINING, REIMBURSEMENT AND REPORTING

COMMUNITY DRIVING WHILE IMPAIRED PROGRAMS (CDWI) PROJECT NO. 20-CD-05-018

1. **Scope of Work.** The Grantee shall conduct the following activities as required below:

Utilizing $11,076.00 in funding from the Department to conduct DWI Law Enforcement Education training and purchase Equipment. Activities which optimally will include: Standardized field Sobriety Testing, Drug Recognition Expert, and Enforcement officer DWI prosecution trainings to law enforcement agencies in surrounding communities. Equipment will include portable breath testers (PBT) and supplies for the City of Roswell Police Department and the Chavez County Sheriff's Department to utilize during DWI stops.

2. **Definitions.** For purposes of this exhibit, the following definitions apply:

"**Agency Coordinator**" means the person assigned by the Grantee to assume direct responsibility for administering all phases of the Project agreement.

3. **Training and qualifications.** The Agency Coordinator must attend Department training as required by the Department. The Grantee shall notify the Department of any changes in the Agency Coordinator. The Grantee's officers must have law enforcement certifications in all areas necessary to conduct the services noted in paragraph 1 of this exhibit.

4. **Reimbursement.** The Department will pay the Grantee for the actual cost of activities listed in the scope of work section of this attachment. The Grantee should submit claims no later than 10 days after the end of each month. The Department will pay the Grantee for the following:

(1) the actual costs of items listed in the scope of work; and

(2) conference and training fees, per diem, and other related costs required under the grant and approved by the Department in advance.

5. **Reporting.** The Grantee must submit quarterly activity reports by October 31, 2019, January 31, 2020, April 30, 2020 and July 31, 2020. Quarterly activity reports should summarize the Grantee's goals and accomplishments for the fiscal year funded under this agreement. Further, the report should detail how the Grantee's activities contributed to meeting the Department's highway safety targets, missions and goals.

6. **Funding.** Funding for this CDWI Project comes from a $75.00 fee imposed on convicted drunk drivers, as allowed by NMSA 1978, Sections 31-12-7(B) and NMAC 18.20.6. The Grantee may transfer funds between budget categories only with prior written approval from the Department. The Project's itemized budget is as follows:

Personal Services	$4,649.00
Contractual Services	$
Commodities	$6,427.00
Indirect	$
Other	$
TOTAL	**$11,076.00**

7. **Equipment.** The Grantee may only purchase equipment under this agreement with prior approval of the Department. The Grantee may purchase the following equipment: portable breath testers (PBT) and supplies. The Grantee shall track, retain, and keep equipment acquired under this agreement in operation for highway safety purposes until the Department provides the Grantee with disposition instructions.

AGENDA ITEM: 10

Agreement A-19-020

Between Chaves County and Tyler Technologies for a Document Management System

MEETING DATE: June 27,2019

STAFF SUMMARY REPORT

ACTION REQUESTED BY: **Dave Kunko**

ACTION REQUESTED: **Ratify Agreement**

ITEM SUMMARY:

Staff recommends ratification of Agreement A-19-020 between Chaves County and Tyler Technologies for a new Document Management System. This item was approved in the FY 2019/2020 Interim Budget. The contract needed to be signed prior to the meeting due to the amount of time needed to convert the County Clerk's Data.

SUPPORT DOCUMENTS: **Contract**

SUMMARY BY: Dave Kunko

TITLE: **Chaves County Clerk**

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client, pursuant to the purchasing agreement between Tyler and Cooperative Education Services ("CES") with contract number 16-024N-C101-ALL.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Chaves County Clerk.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is

attached as Exhibit E.

- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit E.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.

1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the

Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee set forth in the Investment Summary. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied and our assumption that each party timely meets its obligations pursuant to the project schedule as mutually developed and managed by the parties pursuant to the Statement of Work. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

(i) receive the lowest priority under our Support Call Process;
(ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and

patches;

(iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;

(iv) be charged for a minimum of two (2) hours of support services for every support call; and

(v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.

   2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

   2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

   2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.

3. Third Party Products Warranties.

   3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

5. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address

the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice CES for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2). You agree to pay CES those fees and CES shall then remit payment of said fees to Tyler.

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide CES and us with written notice within thirty (30) days of your receipt of the applicable invoice from CES. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, which adjusted invoice shall be provided to you by CES, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice to CES. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION

1. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section F(2).

   1.1 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3).

   1.2 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of this Agreement for a period of forty-five (45) days or more.

   1.3 Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid license and other fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. LIMITATION OF LIABILITY. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. EXCLUSION OF CERTAIN DAMAGES. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum.

The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in

performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will

not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	Chaves County Clerk
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: Chaves County Clerk #1 St. Mary's Place, Suite 110 Roswell, NM 88203 Attention: Dave Kunko



Exhibit A
Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit A



Quoted By: Glen Snider
Quote Expiration: 7/29/2019
Quote Name: Chaves County-LGD-Rec
Quote Number: 2019-65690-7
Quote Description: Chaves County Clerk On Prem

Sales Quotation For
Chaves County
#1 St Mary's Place
Roswell , NM 88203
Phone: +1 (575) 624-6646

Tyler Software

Description	Quantity	License	Software Total	Year One Maintenance
Eagle				
Recorder Suite	1	$16,500	$16,500	$3,300
Full Seat License (each)	8	$2,750	$22,000	$4,400
Self Service Suite	1	$7,500	$7,500	$1,500
Ecommerce	1	$3,750	$3,750	$750
EMarriage	1	$3,750	$3,750	$750
eRecording	1	$7,500	$7,500	$1,500
TOTAL:			**$61,000**	**$12,200**

Tyler Software and Related Services - Annual

Description	Quantity	Annual Fee
Eagle		
Basic Network Services	1	$900
TOTAL:		**$900**

Professional Services

Description	Quantity	Unit Price	Extended Price
Project Management -Eagle	45	$140	$6,300
Training	32	$140	$4,480
Go Live	32	$140	$4,480
Implementation	60	$140	$8,400
Conversion	1	$15,000	$15,000
Initial Software Installation	8	$140	$1,120
UAT/Conversion Review	30	$140	$4,200
eRecording -Services	10	$140	$1,400
Self Service Package	40	$140	$5,600
TOTAL:			**$50,980**

Exhibit A

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$61,000	$12,200
Total Tyler Annual	$0	$900
Total Tyler Services	$50,980	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$111,980**	**$13,100**
Contract Total	**$125,080**	
Estimated Travel Expenses	**$7,800**	



Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice CES for the amounts owed by you under this Agreement for the applicable license and services fees in the Investment Summary as set forth below. CES will then remit payment to Tyler for those fees. In the event CES fails to timely remit payment to us for fees owed by you, we may exercise our rights under this Agreement regarding suspension of services or support, or termination, as applicable. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

   1.2 *Maintenance and Support Fees*: Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.

2. Professional Services.

   2.1 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.2 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services*: Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee and the CES Defined Pricing Excel Price Book. Our current Business Travel Policy and the CES Defined Pricing Excel Price Book are attached to this Exhibit B at Schedule 1 and at Schedule 2, respectively. In the event of a conflict between Schedule 1 and Schedule 2 of Exhibit B, Schedule 2 shall control. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed

at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit B
Schedule 2
CES Defined Pricing Excel Price Book

RFP 2016-024

Exhibit D-1: CES Defined Pricing Excel Price Book

Pubic Sector Administrative Software and Related Applications

Will pricing submitted be valid for all Regions(Yes or No)? Check either Yes or No. If "Yes" only fill in this tab. IF "No' fill in the regions tabs that apply.

Yes: ___X___ **No:_____**

Instructions to Offerors: In the form below, provide your firm's response/bid to each of the of the items listed. The prices you offer on these pages affirm that you have accepted the specifications to obtain, deliver and provide those products and services requested for the category(ies) to which you are responding. The selected evaluation components below will be scored as detailed in the RFP. Pricing for all products and services offered in response to this RFP are to be submitted. All Price Lists and Catalogs are to be submitted in electronic format.

	Product Name	Product Description	Unit	Unit	All Regions	Region 1
Cost Evaluation Points	CES Product Name	CES Product Description	Required Bid Unit	Required Bid Unit	Fill in if cost information is the same for all regions.	Fill in if cost information is different by Region.
5	TRVTIME	Travel time round trip	Travel time round trip from home location to worksite within the	Percent	Varies by services personnel associated with project.	

			region - percent of regular time			
5	PERDIEM	Per diem rate	Per diem rate - meals and lodging per 24 hour period	Per Day	Per GSA - $89/night lodging, Ave. $69/day meal reimbursement	
5	MILERATE	Mileage rate	Mileage rate for company-owned vehicles (car/medium duty truck)	Per Mile	.54/mile - national reimbursement rate	
25	ALTPRICE-OP	Alternative Costing O/P	Alternative Methods of Costing - percent of overhead/markup and profit added to cost	Percent	Not Applicable	
25	ALTPRICE-CD	Alternative Costing CES Discount	Discounts Offered Off Alternative Costing Methods (cost plus profit and overhead) Less Rate of Discount	Percent	Not Applicable	
25	DISCOFFPUBPR	Average Discount Off Published Price	Percent of Discount off Printed/Published Price Sheets	Percent	10% discount of Software Licenses - Refer to specific product price sheets for a detail of pricing information and the sample contracts for a detail on invoicing licensing fees	
25	OFFORSUPCESP	Offeror's Support for CES Pricing	Offeror's Support for CES Pricing, Percent of difference between CES price and individual entity price.	Percent	10% discount of Software Licenses - Refer to specific product price sheets for a detail of pricing information and the sample contracts for a detail on invoicing licensing fees	

Software and Support						
50	SWCOST	Software Cost for the proposed solution	Average Percent of Discount off Printed/Published Price Sheets	Percent	10% discount of Software Licenses - Refer to specific product price sheets for a detail of pricing information and the sample contracts for a detail on invoicing licensing fees	
50	SWSLIC1YR	Software Site License Fees for year 1 for the proposed solution	Percent of Discount off Printed/Published Price Sheets	Percent	10% discount of Software Licenses - Refer to specific product price sheets for a detail of pricing information and the sample contracts for a detail on invoicing licensing fees	
20	SWSLIC2-4YR	Annual Site Software License Fees years 2-4 for the proposed solution	Percent of Discount off Printed/Published Price Sheets	Percent	10% discount of Software Licenses - Refer to specific product price sheets for a detail of pricing information and the sample contracts for a detail on invoicing licensing fees	

20	SWULIC1YEAR	User License Fees for year 1 for the proposed solution	Percent of Discount off Printed/Published Price Sheets	Percent	10% discount of Software Licenses - Refer to specific product price sheets for a detail of pricing information and the sample contracts for a detail on invoicing licensing fees	
20	SWULIC2-4YEAR	User License Fees years 2-4 for the proposed solution	Percent of Discount off Printed/Published Price Sheets	Percent	10% discount of Software Licenses - Refer to specific product price sheets for a detail of pricing information and the sample contracts for a detail on invoicing licensing fees	

20	SWMAINT1YR	Maintenance and Support Service for year 1 for the proposed solution and its components.	Percent of Discount off Printed/Published Price Sheets	Percent	Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.	

20	SWMAINT2-4YR	Maintenance and Support Service Fees for years 2-4 for the proposed solution and its components.	Percent of Discount off Printed/Published Price Sheets	Percent	Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees, at our then-current rates, are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates.	
20	SWINSTALL	Application/solution installation, setup, configuration, user security/access controls and customization to meet individual institutions needs/environment per site.	Per Hourly Fee	Per Hour	Installation/Implementation fees vary by product, complexity, products purchased services purchased, client size, please refer to specific product price sheets for details.	

20	SWENCHAN	Enhancement and Customization of the Software	Per Hourly Fee	Per Hour	Development per hour rate varies per product. Refer to specific product pricing sheet for detailed information.	
5	RSFEE	Restocking Fee	Percent of Mark-up for Restocking	Percent	N/A	
Services						
10	SWCUST	Software Customization Services	Per Hourly Fee	Per Hour	Development per hour rate varies per product. Refer to specific product pricing sheet for detailed information.	
10	SWPROG	Custom Programming and Reporting Writing Services	Per Hourly Fee	Per Hour	Development per hour rate varies per product. Refer to specific product pricing sheet for detailed information.	
10	SWMISC	Miscellaneous Consulting Services	Per Hourly Fee	Per Hour	$160 average - Consulting per hour rate varies per product. Refer to specific product pricing sheet for detailed information.	
10	SWTRAIN	Training Services for staff development and training on application/solution to include implementation and utilization	Per Hourly Fee	Per Hour	$160 average - Consulting per hour rate varies per product. Refer to specific product pricing sheet for detailed information.	

400						
Please list other items and service that the Proposer is requesting to provide.						
					Please refer to product specific pricing sheets for additional information	



Exhibit C
Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date, and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.

2. Maintenance and Support Fees. Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within thirty (30) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

   3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support

services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

   In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

   - All infrastructure executing Tyler Software shall be managed by you;
   - You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
   - You will perform daily database backups and verify that those backups are successful.

6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Statement of Work

Statement of Work

Tyler Technologies

Prepared for:

Chaves County Clerk
Dave Kunko
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1 Executive Summary

1.1 Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer Chaves County Clerk the opportunity to make the Clerk more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2 Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Clerk's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Eagle	Recorder

1.3 Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4 Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Clerk's complexity, and organizational needs.

2 Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Clerk collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Clerk steering committee become the escalation points to triage responses prior to escalation to the Clerk and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Clerk and Tyler executive sponsors serve as the final escalation point.

2.1 Client Governance

Depending on the Clerk's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1 Client Project Manager

The Clerk's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Clerk project manager(s) will be responsible for reporting to the Clerk steering committee and determining appropriate escalation points.

2.1.2 Steering Committee

The Clerk steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Clerk project manager(s) and the Project and through participation in regular internal meetings, the Clerk steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The Clerk steering committee also provides support to the Clerk project manager(s) by communicating the importance of the Project to all impacted departments. The Clerk steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for making timely decisions on critical project issues or policy decisions. The Clerk steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Clerk's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project

issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the Clerk steering committee, project manager(s), and functional leads to make critical business decisions for the Clerk.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Clerk. As requested by the Clerk, the Tyler project manager(s) provide regular updates to the Clerk's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the Clerk management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Clerk shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Clerk does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Clerk does not agree the particular Deliverable or Control Point meets requirements, the Clerk shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Clerk shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Clerk does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.
- The Clerk has the ability to allocate additional internal resources if needed. The Clerk also ensures the alignment of their budget and Scope expectations.
- The Clerk and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.
- Tyler and Clerk provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.
- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.
- Tyler provides a written agenda and notice of any prerequisites to the Clerk project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.
- Tyler provides notice of any prerequisites to the Clerk project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.
- Clerk users complete prerequisites prior to applicable scheduled activities.
- Tyler provides guidance for configuration and processing options available within the Tyler software. The Clerk is responsible for making decisions based on the options available.
- In the event the Clerk may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Clerk's responsibility to define, document, and implement.
- The Clerk makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.
- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The Clerk will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The Clerk is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).
- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.
- The Clerk understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.
- During this process, the Clerk may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Clerk to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The Clerk ensures the 3rd party data received conforms to a Tyler standard format.
- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.
- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.
- The Clerk is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.
- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4 Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.
- The Clerk will provide network access for Tyler modules, printers, and Internet access to all applicable Clerk and Tyler project staff.
- The Clerk has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The Clerk's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Clerk does not meet minimum standards of Tyler's published specifications.

3.5 Education

- Throughout the Project lifecycle, the Clerk provides a training room for Tyler staff to transfer knowledge to the Clerk's resources, for both onsite and remote sessions. The Clerk will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Clerk will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The Clerk determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.

- The Clerk provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Clerk provided projector, allowing all attendees the ability to actively engage in the training session.

- The Clerk testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.

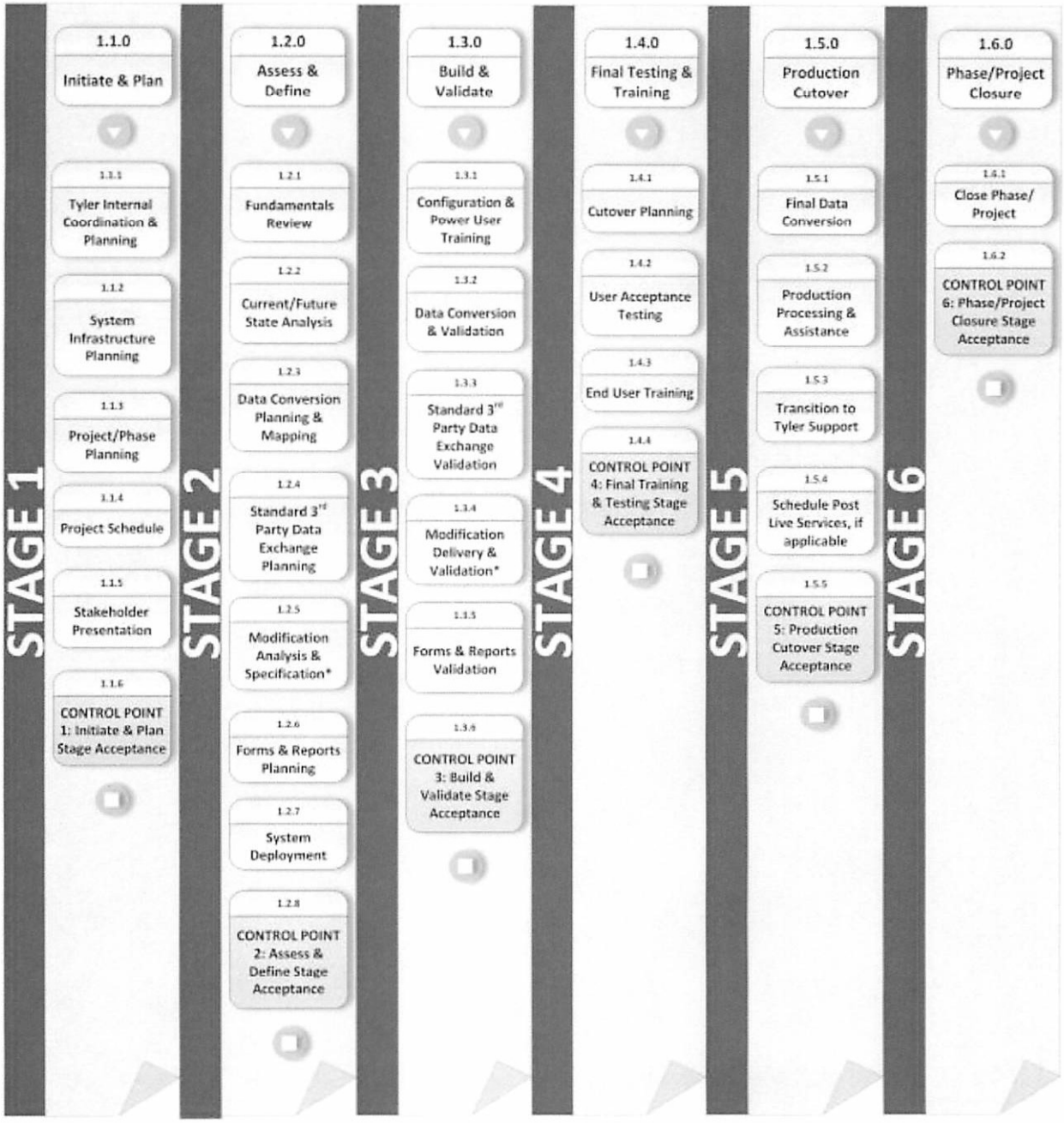
- The Clerk is responsible for verifying the performance of the Modification as defined by the specification.

- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.



* - If included in project scope

4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Clerk and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Clerk participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Clerk with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Clerk participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Clerk's team. During this step, Tyler will work with the Clerk to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

4.2.2 System Infrastructure Planning

The Clerk provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Clerk's site. The Clerk completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																					
	TYLER									CLIENT												
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications			I					R	A			I						C		
Make hardware available for Installation			I					C				A						R		
Install system hardware, if applicable			I					C				A						R		
Complete system infrastructure audit			I					C				A						R		

4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by Clerk and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

4.2.5 Stakeholder Presentation

Clerk stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities		A	R	I					I	I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan
    - Objective: Update and deliver baseline management plans to reflect the approach to the Clerk's Project.
    - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
    - Acceptance criteria: Clerk reviews and acknowledges receipt of Implementation Management Plan.
- Project Plan/Schedule
    - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
    - Scope: Task list, assignments and due dates
    - Acceptance criteria: Clerk acceptance of schedule based on Clerk resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Clerk business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Clerk collaboration. The Clerk shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

Clerk and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Clerk, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I							C	A	R	I	C	I				
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Clerk's Legacy System Applications to the Tyler system. Tyler staff and the Clerk work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																					
	TYLER										CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales		Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator	
Review contracted data conversion(s) options			A	R	I								C	C		C			C			
Map data from Legacy System to Tyler system			I	C	I								A	C		C			R			
Pull conversion data extract			I		I								A	C		C			R			
Run balancing Reports for data pulled and provide to Tyler			I		I								A	C		R			I			
Review and approve initial data extract		A	I	C	R								I						I			
Correct issues with data extract, if needed			I	C	C								A	C		C			R			

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the Clerk's responsibility to ensure the third party program operates or accesses the data correctly.

The Clerk and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Clerk reviews the specifications and confirms they meet Clerk's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a Clerk business process change. It is the responsibility of the Clerk to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Clerk approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Clerk will test and approve those changes during the Build and Validate Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Modification Analysis & Specification, if contracted																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements			A	C			R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I				A	R	C	I	I			C		

4.3.6 Forms & Reports Planning

Clerk and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Clerk-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule		A	R	I		C						C	I		I			I		

4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire
    - Objective: Gather and document information related to Clerk business processes for current/future state analysis as it relates to Tyler approach/solution.
    - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
    - Acceptance criteria: Clerk acceptance of completed Questionnaire based on thoroughness of capturing all Clerk business practices to be achieved through Tyler solution.
- Data conversion summary and specification documents
    - Objective: Define data conversion approach and strategy.
    - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
    - Acceptance criteria: Data conversion document(s) delivered to the Clerk, reflecting complete and accurate conversion decisions.
- Modification specification documents, if contracted
    - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the Clerk's needs.
    - Scope: Design solution for Modification.
    - Acceptance criteria: Clerk accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.
- Completed Forms options and/or packages
    - Objective: Provide specifications for each Clerk in Scope form, Report and output requirements.
    - Scope: Complete Forms package(s) included in agreement and identify Report needs.
    - Acceptance criteria: Identify Forms choices and receive supporting documentation.
- Installation checklist
    - Objective: Installation of purchased Tyler software.
    - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Clerk is hosted.
    - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Clerk team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.

- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Clerk's needs identified during the Assess and Define Stage, preparing the Clerk for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Clerk to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Clerk Power Users to prepare them for the Validation of the software. The Clerk collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C				I	
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Clerk, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Clerk reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Clerk to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Data Conversion & Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C		R			C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I		C			C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Clerk tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Clerk for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)		A	I	C	I		R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required		A	I	C	I		R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Clerk tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion
    - Objective: Convert Legacy System data into Tyler system.
    - Scope: Data conversion program complete; deliver converted data for review.
    - Acceptance criteria: Initial error log available for review.
- Data conversion verification document
    - Objective: Provide instructions to the Clerk to verify converted data for accuracy.
    - Scope: Provide self-guided instructions to verify specific data components in Tyler system.
    - Acceptance criteria: Clerk accepts data conversion delivery; Clerk completes data issues log.
- Installation of Modifications on the Clerk's server(s) *except for hosted Clients
    - Objective: Deliver Modification(s) in Tyler software.
    - Scope: Program for Modification is complete and available in Tyler software, Modification testing.
    - Acceptance criteria: Delivery of Modification(s) results in objectives described in the Clerk-signed specification.
- Standard Forms & Reports Delivered
    - Objective: Provide Standard Forms & Reports for review.
    - Scope: Installation of all Standard Forms & Reports included in the Agreement.
    - Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The Clerk and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5 Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Clerk review the final Cutover plan. A critical Project success factor is the Clerk understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1 Cutover Planning

Clerk and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Clerk for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The Clerk performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C							A	R	C	C	C	I	I	C	I	
Accept modified program(s), if applicable			I	I			I				A	R	C	I	C			C		
Validate Report performance			I	C		C						A	C		R			C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Clerk processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Clerk users who attended the Tyler sessions may train any Clerk users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I								I	A	C	I	R	I	I	I	I	

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist
    - Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
    - Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
    - Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.
- User Acceptance Test Plan
    - Objective: Provide testing steps to guide users through testing business processes in Tyler software.
    - Scope: Testing steps for Standard business processes.
    - Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6 Production Cutover (Stage 5)

Clerk and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Clerk begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the Clerk transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The Clerk provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Clerk may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I						I	A	C	I	I	I	I	R		
Provide final extract balancing Reports			I		I							A	C		R			I		
Convert and deliver final pass of data		A	I	I	R							I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Clerk during Production Cutover activities. The Clerk transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the Clerk to the Tyler Support team, who provides the Clerk with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I								A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R				C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with Clerk project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																				
	TYLER									CLIENT											
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services			C	C								A	R	I	C				I	
Schedule services for post-production topics		A	R	I								C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable
    - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
    - Scope: Final passes of all conversions completed in this Phase.
    - Acceptance criteria: Data is available in production environment.
- Support transition documents
    - Objective: Define strategy for on-going Tyler support.
    - Scope: Define support strategy for day-to-day processing, conference call with Clerk Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
    - Acceptance criteria: the Clerk receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Clerk moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The Clerk and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Clerk project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report
    - Objective: Provide comparison of contract Scope and Project budget.
    - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
    - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Clerk's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the Clerk's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Clerk steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends Clerk steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.
    - Prepares and presents contract milestone sign-offs for acceptance by Clerk project manager(s).
    - Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.
- Planning
    - Update and deliver Implementation Management Plan.

- Defines project tasks and resource requirements.
- Develops initial project schedule and full scale Project Plan.
- Collaborates with Clerk project manager(s) to plan and schedule project timelines to achieve on-time implementation.

- Implementation Management

  - Tightly manages Scope and budget of Project; establishes process and approval matrix with the Clerk to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
  - Establishes risk/issue tracking/reporting process between the Clerk and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Clerk any items that may impact the outcomes of the Project.
  - Collaborates with the Clerk's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
  - Sets a routine communication plan that will aide all project team members, of both the Clerk and Tyler, in understanding the goals, objectives, current status and health of the project.

- Team Management

  - Acts as liaison between project team and Tyler manager(s).
  - Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and adjusts as necessary.
  - Interfaces closely with Tyler developers to coordinate program Modification activities.
  - Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the Clerk following configuration.
- Assists during Production Cutover process and provides production support until the Clerk transitions to Tyler Support.
- Provides product related education.
- Effectively facilitates training sessions and discussions with Clerk and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

- Conducts training (configuration, process, conversion Validation) for Power Users and the Clerk's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the Clerk on the status and resolution of reported issues.

5.1.7 Tyler Data Conversion Experts

- Validates client data files are in proper format.
- Develops customized conversion programs to convert Legacy System data into the Tyler database for production use according to defined mapping.
- Provides error Reports on unsupported data conditions and the merging or normalization of data fields.
- Assists the Clerk with understanding and interpreting error Reports.
- Performs changes and corrections to customized conversion programs as the Clerk discovers data anomalies and exception conditions.

5.1.8 Tyler Basic Network Support

- Manages incoming Clerk issues via phone, email, online customer incident portal, and from Software Support.
- Provides system support including remote support of Clerk systems, operating systems, network and local printing, and SQL assistance for the systems and platform directly attributable to the Tyler Applications.
- Tracks issues and tickets to timely and effective resolution.
- Determine root cause and provide solutions or provide direction/escalation to Tyler Development.
- Consult on pre-sales in regards to system requirements.

5.2 Clerk Roles and Responsibilities

Clerk resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 Clerk Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the Clerk steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 Clerk Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
    - Cost
    - Scope
    - Schedule
    - Project Goals
    - Clerk Policies

5.2.3 Clerk Project Manager

The Clerk shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Clerk project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Clerk to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management
    - Validates contract compliance throughout the Project.
    - Ensures invoicing and Deliverables meet contract requirements.
    - Acts as primary point of contact for all contract and invoicing questions.
    - Signs off on contract milestone acknowledgment documents.

- Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.

- Planning
  - Review and acknowledge Implementation Management Plan.
  - Defines project tasks and resource requirements for Clerk project team.
  - Collaborates in the development and approval of the initial Project Plan and Project Plan.
  - Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

- Implementation Management
  - Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  - Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
  - Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the Clerk and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.
  - Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
  - Routinely communicates with both Clerk staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.

- Team Management
  - Acts as liaison between project team and stakeholders.
  - Identifies and coordinates all Clerk resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  - Provides direction and support to project team.
  - Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - Assesses team performance and takes corrective action, if needed.
  - Provides guidance to Clerk technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
  - Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 Clerk Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.

- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Clerk project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
    - Task completion
    - Stakeholder Presentation
    - Implementation Management Plan development
    - Schedule development
    - Maintenance and monitoring of risk register
    - Escalation of issues
    - Communication with Tyler project team
    - Coordination of Clerk resources
    - Attendance at scheduled sessions
    - Change Management activities
    - Modification specification, demonstrations, testing and approval assistance
    - Conversion Analysis and Verification Assistance
    - Decentralized End User Training
    - Process Testing
    - User Acceptance Testing

5.2.5 Clerk Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Clerk business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to Clerk staff during and after implementation.

5.2.6 Clerk End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.

- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 Clerk Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from Clerk's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for Clerk third party Data Exchanges.
- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 Clerk Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Clerk's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with Clerk and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 Clerk Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10 Clerk Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6 Eagle Recorder Conversion Summary

6.1 Eagle Recorder – Standard

- All standard fields for land records, additional fields added to Notes field
- Conversion from Single System
    - Images associated to the index records Data from Kofile
    - Images from Kofile
- All standard fields for land records, additional fields added to Notes field
- All standard fields for marriage records, additional fields added to Notes field
- Redactions on images

7 Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

Item # 11

Agreement A-19-021 – between Chaves County and Insight Investment

Meeting Date: 06/27/2019

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: Approve Agreement A-19-021

SUMMARY:

The Commission awarded RFP-19-3 for Investment Management Services in May to Insight Investment. Agreement A-19-021 is the contract agreement for these services. Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-19-021

Submitted by: Sandra Rodriguez, CPO
Title: Purchasing Director

Item # 12 A & B

Agreement A-19-026 for Kansas State Bank (Lease), A-19-027 for UTILITY Inc.

Meeting Date: 06/27/2019

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director

ACTION REQUIRED: Approval of Agreements **A**. A-19-026 **B**. A-19-027

SUMMARY:

Chaves County will be purchasing Body Cameras and Video & Communications Systems to Support 21 deputies and 21 vehicles with video & Communication for next fiscal year.

Equipment and support will be offered by UTILITY Inc. Agreement A-19-027 is for those services. Contract will be with GSA (GS-07F-6060R), through UTILIY Inc.

Equipment will be leased for 5 years for a cost of $38,970.03 per year. Agreement A-19-026 is the contract under Kansas State Bank.

Funds have been approved for the 19-20 fiscal year budget.

Staff recommends approval.

SUPPORT DOCUMENTS: None

Submitted by: Sandra Rodriguez
Title: Purchasing Director

AGENDA ITEM: 13

Agreement A-19-028 Leprino Foods 2019 Road Maintenance Agreement

MEETING DATE: June 27, 2019

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

Leprino Foods is in the process of obtaining new industrial revenue bonds from the city of Roswell. In this Agreement, Leprino will pay the County an annual payment in lieu of property taxes (PILOT). Currently, Leprino is paying the County $130,000 a year to be used to maintain the roads around the Leprino plant.

This Agreement would increase the PILOT payment from the $130,000 to $200,000 a year with a 5% increase every five (5) years. In addition, the County will be able to use these funds on all dairy roads.

This Agreement will exist for 30 years.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-19-028

SUMMARY BY: Stanton L Riggs

TITLE: County Manager

Leprino Foods®

1830 West 38th Ave
Denver, Colorado 80211

June 27, 2019

Chaves County Agreement A-19-028

Stanton L. Riggs
County Manager
Chaves County
P.O. Box 1817
Roswell, NM 88202-1817

Re: 2019 Road Maintenance Agreement

Dear Stan:

This letter memorializes the recent conversation we had related to entering into a 2019 Road Maintenance Agreement (the "2019 Road Agreement") in conjunction with the issuance of a series of Industrial Revenue Bonds for Leprino Foods Company's ("Leprino") renewal, expansion, and reconstruction of its Roswell Facility (the "2019 Bonds").

Leprino operates a dairy-products manufacturing facility at 5600 Omaha Road, Roswell, New Mexico (the "Property"). Leprino recently submitted a proposal to the City of Roswell, New Mexico, concerning the City's issuance of industrial revenue bonds in an amount not to exceed $150,000,000 associated with Leprino's proposal to: (1) construct a new wet whey facility; (2) make improvements to its wastewater facility; (3) and substantially rebuild, re-equip, and/or upgrade the entire Property over the next five years (collectively, the "2019 Bond Project"). On June 13, 2019, the City passed, adopted, and approved Resolution No. 19-54, declaring the intent of the City to issue bonds for the 2019 Bond Project.

For good and valuable consideration received by each of the parties hereto, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual promises made in this 2019 Road Agreement, we have agreed to the following material terms:

(1) The current Road Maintenance Agreement No. A-93-64 will terminate December 31, 2019.

(2) This 2019 Road Agreement is made effective as of January 1, 2020.

(3) The term of the 2019 Road Agreement will match the term of the 2019 Bonds and will remain in effect for so long as and during the time that the Property is not subject to real or personal property taxes (the "Term").

(4) The County will deposit all funds received from Leprino pursuant to this 2019 Road Agreement in a segregated, interest-bearing account and will use such funds (and all interest earned thereon) in accordance with paragraphs (5) and (6), below.

(5) The money paid in lieu of taxes to Chaves County by Leprino must be utilized with the first priority for funding being given to the Primary Roads (as defined below). The "Primary Roads" are defined as those roads immediately adjacent to Leprino's Roswell facility located at 5600 Omaha Road in Roswell, New Mexico, including: (1) Omaha Road (2) Hobson Road; and (3) East Grand Plains Road.

(6) To the extent that the Primary Roads have been fully maintained and accounted for and there are funds paid pursuant to this 2019 Road Agreement that remain for additional road maintenance, such additional funds may be utilized to maintain other roads that serve dairy farms in Chaves County and that have high truck and heavy vehicle traffic (the "Other Roads").

(7) The amount that Leprino will pay Chaves County pursuant to the 2019 Road Agreement will be as follows:

a. $200,000 per year for the first five years (2020, 2021, 2022, 2023, and 2024);
b. $210,000 per year for the next five years (2025, 2026, 2027, 2028, and 2029);
c. $220,500 per year for the next five years (2030, 2031, 2032, 2033, and 2034);
d. $231,525 per year for the next five years (2035, 2036, 2037, 2038, and 2039);
e. $243,101.25 per year for the next five years (2040, 2041, 2042, 2043, and 2044)
f. and $255,256.31 per year for the last five years of the 2019 Bonds (2045, 2046, 2047, 2048, and 2049).

(8) On an annual basis during the Term, on or before July 15th of each applicable year, the County will provide Leprino with a report detailing the status of the account established pursuant to paragraph (4), above, repairs made to the Primary Roads and Other Roads during the previous fiscal year ending June 30, repairs planned for the next fiscal year, and such other information as may be agreed to by the County and Leprino.

(9) Leprino and Chaves County will meet annually (either telephonically or in person) to review the balance of 2019 Road Agreement funds available and the schedule of maintenance projects for the Primary Roads and Other Roads. Leprino must consent to the specific use of 2019 Road Agreement funds on both Primary Road and Other Road Projects. Leprino will not unreasonably withhold its consent for Chaves County's use of 2019 Road Agreement funds.

(10) The County will support the 2019 Bond Project and issuance of the bonds associated therewith.

(11) This 2019 Road Agreement will be binding on and inure to the benefit of the County and its successors and assigns and Leprino and its successors and assigns with respect to the Property. The parties represent and warrant that their respective signatories are duly authorized and empowered to sign this 2019 Road Agreement on behalf of Leprino and the County, as the case may be.

(12) To the fullest extent permitted by law, the County waives any right of contribution against and agrees to protect, defend (by counsel satisfactory to Leprino), indemnify, and hold harmless Leprino, its officers, directors, employees, consultants, agents, subsidiaries, and affiliates and their partners, officers, directors, employees, consultants, and agents (collectively, the "Indemnitees") from and against any and all damages, claims, losses, liabilities, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) caused by and resulting from the County's or its employees', agents', consultants', or subcontractors' willful misconduct, negligence, or breach of this Agreement. This 2019 Road Agreement does not obligate Leprino to in any way ensure that any roads in Chaves County meet federal, state, or local road maintenance standards, but instead is simply a mechanism to allow Leprino to assist the County in funding its road maintenance program. The provisions of this Paragraph shall survive the expiration or earlier termination of this 2019 Road Agreement.

(13) This 2019 Road Agreement may be executed in one or more counterparts, each of which is deemed an original, but all of which together shall constitute one and the same instrument.

(14) This 2019 Road Agreement constitutes the entire agreement between the County and Leprino with respect to the matters discussed herein, and supersedes all prior agreements and understandings between the parties relating to the subject matter covered by the 2019 Road Agreement. This 2019 Road Agreement may be amended or modified only by a written instrument executed by both the County and Leprino.

If these provisions are consistent with your understanding, please indicate as much by signing below and returning this 2019 Road Agreement to me at your earliest convenience.

Sincerely,

Michael L. Reidy
Senior Vice President
Corporate Affairs

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
William E Cavin, Chairman

ATTEST:

_____
Dave Kunko, County Clerk

AGENDA ITEM: 14

Agreement A-19-029 Between Chaves County and Roswell Chamber of Commerce for Economic Development Services

MEETING DATE: June 27, 2019

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This Agreement sets forth the terms and conditions for the Chamber of Commerce to provide economic development services to Chaves County. Attachment A, Scope of Work, sets forth the five areas in which the Chamber will be providing services.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-19-029

SUMMARY BY: Stanton L Riggs

TITLE: County Manager

AGREEMENT A-19-029
BETWEEN CHAVES COUNTY AND
ROSWELL CHAMBER OF COMMERCE
FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement is made and entered into this 27th day of June 2019, by and between the County of Chaves, a political subdivision of the State of New Mexico, by and through its duly elected Board of Commissioners, hereinafter referred to as "County", and the Roswell Chamber of Commerce, hereinafter referred to as "Chamber."

WHEREAS, the Chamber is willing to provide business retention and non-industrial economic development services to the County, and

WHEREAS, the Chamber is the only entity in the County that can provide these services, and as such, is considered a sole provider, and

WHEREAS, the County desires to utilize the services of the Chamber.

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

1. SCOPE OF WORK. Chamber shall provide County and the other local public bodies within Chaves County economic development services. A more detailed description of the scope of work to be performed is attached hereto as Exhibit A and incorporated into this Agreement. The County will evaluate Chamber's performance every six (6) months.

2. TERM OF THE AGREEMENT. The term of the Agreement shall be for a period of one (1) year beginning July 1, 2019 and running through June 30, 2020. The Agreement may be renewed by the Parties for additional one (1) year terms, not to exceed a total of four (4) years. The renewal of this Agreement shall not be effective unless memorialized in writing signed by the Parties to this Agreement.

3. TERMINATION. Notwithstanding the term, either Party may terminate the Agreement, with or without cause, upon thirty (30) days written notice.

4. COMPENSATION.

   A. The County shall allocate funds each fiscal year to be used solely for economic development purposes. Chamber shall submit a funding request to the County by April 15th of each year. The request will include a detailed plan for economic development for the upcoming year. In addition, Chamber shall submit its annual budget, its most recent audit, and a detailed report explaining how the County's funds were expended. The

County shall notify Chamber by June 1st of each year, the amount allocated. The amount funded is subject to change each year.

B. The County has allocated Fifty-Seven Thousand Five Hundred Dollars ($57,500.00) for the initial term of this Agreement for economic development, as outlined in Exhibit A, Scope of Work. Chamber shall invoice the County monthly. The County agrees to pay within ten (10) days of receipt of the invoice. All invoices should be sent to the attention of Chaves County Finance Department, PO Box 1597, Roswell, NM 88202.

C. The Chaves County Finance Committee will evaluate the performance of Chamber every six (6) months. The Committee will make a finding as to whether Chamber is in compliance with the terms of the Agreement. If the Committee determines Chamber is not in compliance, then Chamber will receive no further payments until such time as the Committee deems Chamber is in compliance.

5. GOVERNANCE. Chamber agrees that the County will appoint a County Commissioner to serve as ex-officio, non-voting member of the Chamber Board of Directors. If the Chamber has a vacancy in the Executive Director position, the County shall have a representative on the search committee.

6. COOPERATION WITH OTHER ENTITIES. Chamber agrees that it will work closely, and cooperate with, the Roswell-Chaves County Economic Development Corporation (EDC) and the Roswell Hispano Chamber of Commerce. Chamber will not duplicate programs, events, or initiatives in which the EDC or the Roswell Hispano Chamber of Commerce are engaged.

7. REPORTING. Chamber shall make bi-annual reports to the entire Board of County Commissioners during a County Commission meeting. In addition, Chamber will forward to the County Manager all meeting notices, minutes, and agendas for Chamber Board meetings.

8. MODIFICATION. This Agreement shall not be modified, except in writing, by amendment executed by both parties.

9. CONTRACTOR STATUS. Chamber and its employees and agents are independent contractors performing certain services for the County and are not employees of the County. Chamber its employees and agents will not receive leave, retirement, insurance, bonding, use of County vehicles, equipment, or any other benefits afforded to employees of the County as a result of this Agreement.

10. SUBCONTRACTING. This agreement is based upon the skill and reliability of Chamber. Chamber may not subcontract any portion of the services to be performed under this agreement without prior written approval of the County.

11. ASSIGNMENT. Chamber will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.

12. CONFIDENTIALITY. Any information given to or developed by Chamber in the performance of this Agreement will be kept confidential and will not be made available to any individual, organization, or other entity by Chamber without prior written approval of the County.

13. INSURANCE. Chamber shall provide and maintain in full force and effect throughout the term of this Agreement, at no expense to the County, the following insurance policies:

    A. A comprehensive general liability policy in the amount of One Million ($1,000,000) Dollars with no limiting modifications.

    B. Workers' Compensation insurance in the statutorily required amount.

14. INDEMNIFICATION AND HOLD HARMLESS. Chamber agrees to accept responsibility for loss or damage to any person or property, to defend, indemnify, hold harmless and release the County, its Commissioners, Officials and employees from actions, claims, damages, disabilities, or the costs of litigation that are asserted by any person or entity to the extent arising out of the negligent acts omissions or willful misconduct of the Chamber's employees or agents in the performance of this Agreement by Chamber hereunder.

15. NOTICES. Communication and notices required by this Agreement, shall be effective if mailed or delivered to the following address:

COUNTY MANAGER	EXECUTIVE DIRECTOR
CHAVES COUNTY	ROSWELL CHAMBER OF COMMERCE
#1 St. Mary's Place	131 W. Second St.
Roswell, NM 88203	Roswell, NM 88201

The parties hereto have each caused this Agreement to be executed as of the date first written above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
William E Cavin, Chairman

ATTEST:

_____
Dave Kunko, County Clerk

ROSWELL CHAMBER OF COMMERCE

By: _____
President

Exhibit A to Agreement A-19-029
Scope of Work

1. Recruitment of Retirees:

   The Chamber shall develop and implement a plan to attract retirees to our community. This will include targeting certain categories of retirees through the use of social media. The Chamber will send out informational packets to retirees upon request. In addition, the Chamber will participate in events directed towards retirees and individuals close to retirement. The goal being to attract retirees to relocate to our community.

2. Tourism:

   Chamber will promote tourism in Chaves County. The Chamber will coordinate with Mainstreet Roswell, the UFO Festival, Hispano Chamber, Eastern New Mexico State Fair Board, Hike It and Spike It Committee, Rise Over Roswell (balloon rally) and will promote their activities and events.

3. International Law Enforcement Academy (ILEA):

   A. The Chamber shall participate in ILEA welcoming receptions. The Chamber will work to provide the students with a favorable impression of the United States and Chaves County.

   B. The Chamber will lead a team of local leaders who, in conjunction with local leaders from Artesia and Eddy County, will travel to Washington, DC to lobby for ILEA and Federal Law Enforcement Training Center (FLETC). The goal of this lobbying effort will be to keep ILEA in Chaves County, FLETC in Artesia and to lobby on other issues affecting Chaves County.

4. Leadership Roswell:

   The Chamber shall continue to provide a professional leadership course with the emphasis on the community. The program will focus on developing future community leaders.

5. Opportunities for Businesses:

   The Chamber shall provide opportunities for businesses in Roswell and the valley communities to network and communicate in an effort to keep businesses profitable and remain viable. This includes programs such as Rise with Roswell, educational seminars for businesses and business development programs.

AGENDA ITEM: 15

Requesting Ratification of Resolution R-19-019 between Chaves County and the NM Department of Transportation for Appropriation #19-D3312 in the amount of $250,000.00

MEETING DATE: **6/27/19**

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Ratification of Resolution R-19-019

Item Summary:

Staff requests approval for Ratification of Resolution #R-19-019 between Chaves County and the New Mexico Department of Transportation for Appropriation #19-D3312 in the amount of $250,000.00 for Repair and Replacement of Bridges on Red Bridge Road.

Appropriation #19-D3312 reverts on June 30, 2023.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-19-019

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

RESOLUTION

R-19-019

Chaves County Government

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, ***Chaves County Government*** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be ***$250,000.00*** to be funded by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 100% or ***$250,000.00***

and

b. Chaves's proportional matching share shall be 0% or ***$0.00***

TOTAL PROJECT COST IS ***$250,000.00***

Chaves County shall pay all costs, which exceed the total amount of ***$250,000.00***.

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.

The agreement terminates on **June 30, 2023 (for Laws of 2019)** and the ***Chaves County Commission*** 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 it resolved by the ***Chaves County Commission*** to enter into Cooperative Agreement Control Number ***C2193312*** with the New Mexico Department of Transportation for Capital Outlay **(Laws of 2019** to ***Repair, rebuild, reconstruct, renovate and replace components, signage and delineators for bridges on Red Bridge road at Berrendo Creek and Rio Hondo*** within the control of the ***Chaves County Government*** in ***Chaves County***, New Mexico.(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

William E. Cavin

William E. Cavin, Chairman

5/23/19

May 23, 2019

(PRINTED NAME, POSITION)

5/23/19

DATE

AGENDA ITEM: 16

Requesting Approval of Ratification for Resolution R-19-020 between Chaves County and the NM Department of Transportation for Appropriation #19-D3314 in the amount of $569,000.00

MEETING DATE: 6/27/2019

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Approval of Ratification R-19-020

Item Summary:

Staff requests approval of Ratification for #R-19-020 between Chaves County and the New Mexico Department of Transportation for Appropriation #19-D3314 in the amount of $569,000.00 to Plan, design, replace, construct and install culverts for the Hobson Road Detention Pond and to plan, design, and construct improvements, including paving, for Hobson Road from Hummingbird land to Baker Road.

Appropriation funding reverts June 30, 2023.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-9-020

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

RESOLUTION
R-19-020

Chaves County Government

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, ***Chaves County*** and the New Mexico Department of Transportation enter into a Cooperative Agreement.

WHEREAS, the total cost of the project will be ***$569,000.00*** to be funded by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 100% or ***$569,000.00***

and

b. Chaves's proportional matching share shall be 0% or ***$0.00***

TOTAL PROJECT COST IS ***$569,000.00***

Chaves County shall pay all costs, which exceed the total amount of ***$569,000.00.***

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.

The agreement terminates on **June 30, 2023 (for Laws of 2019)** and the ***Chaves County Commission*** 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 it resolved by the ***Chaves County Comission*** to enter into Cooperative Agreement Control Number ***C2193314*** with the New Mexico Department of Transportation for Capital Outlay **(Laws of 2019)** to ***plan, design, replace, construct and install culverts for the Hobson Road detention pond and to plan, design, and construct improvements, including paving, for Hobson Road from Hummingbird land to Baker Road*** within the control of the ***Chaves County*** in ***Chaves***, New Mexico. (Appropriate Signatures below (Council, Commission, School Board, Tribe/Pueblo, Nation, etc.)

William E. Cavin

William E. Cavin, Chairman

5/23/2019

5/23/2019

(PRINTED NAME, POSITION)

5/23/19

DATE

Item # 17

Resolution # R-19-021 Appointment to the County Board of Registration

Meeting Date: 06-27-2019

STAFF SUMMARY

REQUESTED BY: Dave Kunko

ACTION REQUIRED: Approve Resolution # R-19-021

SUMMARY:

In Accordance with State Statute, at the first regular scheduled meeting in June of each odd-numbered year, the Board of Commissioners must appoint members to the County Board of Registration. The Board consists of three members, of which only two can be from the same party.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-19-021

Submitted by: Dave Kunko
Title: County Clerk

RESOLUTION R-19-021
APPOINTMENT TO THE COUNTY BOARD OF REGISTRATION

WHEREAS, the Chaves County Board of Commissioners is required by State Law, NMSA 1978 Section 1-4-34 (2019), to appoint members to the County Board of Registration, and

WHEREAS, the Board consists of three members, of which only two can be from the same party, and

WHEREAS, the County proposes that the Board of Registration be the following: Carolyn Hollifield, Daniel Johnson, and Margaret Rodriguez.

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that Carolyn Hollifield, Daniel Johnson, and Margaret Rodriguez are hereby appointed as members of the County Board of Registration.

DONE this 27th day of June 2019.

CHAVES COUNTY BOARD OF COMMISSIONERS

William E Cavin, Chairman

Jeff Bilberry, Vice Chairman

Dara Dana, Member

ATTEST:

T. Calder Ezzell Jr, Member

Dave Kunko
County Clerk

Robert Corn, Member

Item # 18

Resolution # R-19-022 Designating the Polling Places for the 2019 and 2021 Local Elections and 2020 Primary and General Elections

Meeting Date: 06-27-2019

STAFF SUMMARY

REQUESTED BY: Dave Kunko

ACTION REQUIRED: Approve Resolution # R-19-022

SUMMARY:

New Mexico Statutes Annotated, Section 1-3-2 (2019) requires that for the conduct of any statewide election during the period beginning January 1 of the next succeeding even-numbered year until December 31 of the odd-numbered year thereafter, in June or July of the odd-numbered year, the Board of County Commissioners shall by resolution designate polling places, and find that those precincts that are consolidated meet the requirements of NMSA 1978, Section 1-3-4 (2019).

After meeting with the Election committee comprised of Clerk's office staff and Commissioners Robert Corn and Jeff Bilberry, we have discussed the following thirteen (13) Voting Convenience Centers to be used for the 2019 and 2021 Local Elections and the 2020 Primary and General Elections in Chaves County. The VCC's will be available to voters of any precinct in the county and will make voting more convenient and accessible to voters of the consolidated precincts. They are as centrally located as possible within the county. Each VCC location will provide individuals with physical mobility limitations unobstructed access to at least one voting machine.

Precinct 44 and Precinct 104 will be designated as mail ballot election precincts. Precincts having fewer than 100 voters may have their ballots mailed to them 28 days before the election; they may also opt out of receiving a ballot and vote at a VCC on Election day.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-19-022
Voting Convenience Center Map

Submitted by: Dave Kunko
Title: County Clerk

CHAVES COUNTY
Resolution Number R-19-022

A Resolution Designating the Polling Places For the 2019 and 2021 Local Elections And the 2020 Primary and General Elections

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2 (2019), requires that for the conduct of any statewide election, during the period beginning January 1 of the next succeeding even-numbered year, until December 31 of the odd-numbered year thereafter, the Board of County Commissioners shall by resolution designate the polling place of each precinct that shall provide individuals with physical mobility limitations an unobstructed access to at least one voting machine; and

WHEREAS, the New Mexico Statutes Annotated 1978, Section 1-3-2, states that the Board of County Commissioners shall, by resolution, consolidate any precincts pursuant to Section 1-3-4 NMSA 1978; shall designate any mail ballot election precincts pursuant to Section 1-6-22.1 NMSA 1978; and shall create additional polling places in existing precincts pursuant to Section 1-3-7.1 NMSA 1978. In addition, any voter of the county shall be allowed to vote on a regular ballot at any voter convenience center in the county; each voter convenience center shall be a consolidated precinct composed of no more than ten (10) precincts; each consolidated precinct shall comply with the provisions of Section 1-3-7 NMSA 1978; and each consolidated precinct shall have a broadband internet connection and real-time access to the voter registration electronic management system; and

WHEREAS, the Board of County Commissioners finds that those precincts designated as Mail Ballot Election Precincts meet the qualifications of NMSA 1978, Section 1-6-22.1 (2015), have fewer than one hundred (100) voters, and the nearest polling place for an adjoining precinct is more than twenty (20) miles driving distance from the boundary for the precinct in question.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners designates the polling places for the 2019 and 2021 Local Elections and the 2020 Primary and General Elections as follows:

Voting Convenience Centers (VCC)
(All voters in Chaves County may vote at these locations, regardless of where they live.)

1,2,3,7,46	Roswell Mall 4501 N. Main, Roswell, NM
4,5,6,41	Central Church of the Nazarene 901 E. Country Club, Roswell, NM

9,10,11,16	West Country Club Church of Christ 700 W. Country Club, Roswell, NM
14,15,24,25,32,42,43	Roswell Museum and Art Center 100 W. 11th, Roswell, NM
12,13,21,22,23,31,35	New Mexico Game and Fish 1615 W. College, Roswell, NM
33,34,51,61,62 81,82,83,84,85	Chaves County Clerk's Office, Area D #1 St. Mary's Place, Roswell, NM
36,63,90,91,92,93,94	Church on the Move 901 W. Brasher, Roswell, NM
45,52,71,72,73	East Grand Plains Elementary School 3773 East Grand Plains Rd., Roswell, NM
101,47	Dexter Central Office 100 N. Lincoln, Dexter, NM
102	Hagerman Joy Center 503 E. Argyle, Hagerman, NM
103	Lake Arthur Schools 700 W. Broadway, Lake Arthur, NM

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

Precinct 44
Precinct 104

Early Voting Sites

Roswell Mall
4501 N. Main, Roswell, NM

Chaves County Clerk's Office, Area D
#1 St. Mary's Place, Roswell, NM

Hagerman Joy Center
503 E. Argyle, Hagerman, NM

DONE this 27th day of June 2019

CHAVES COUNTY BOARD OF COMMISSIONERS

William E Cavin, Chairman

Jeff Bilberry, Vice Chairman

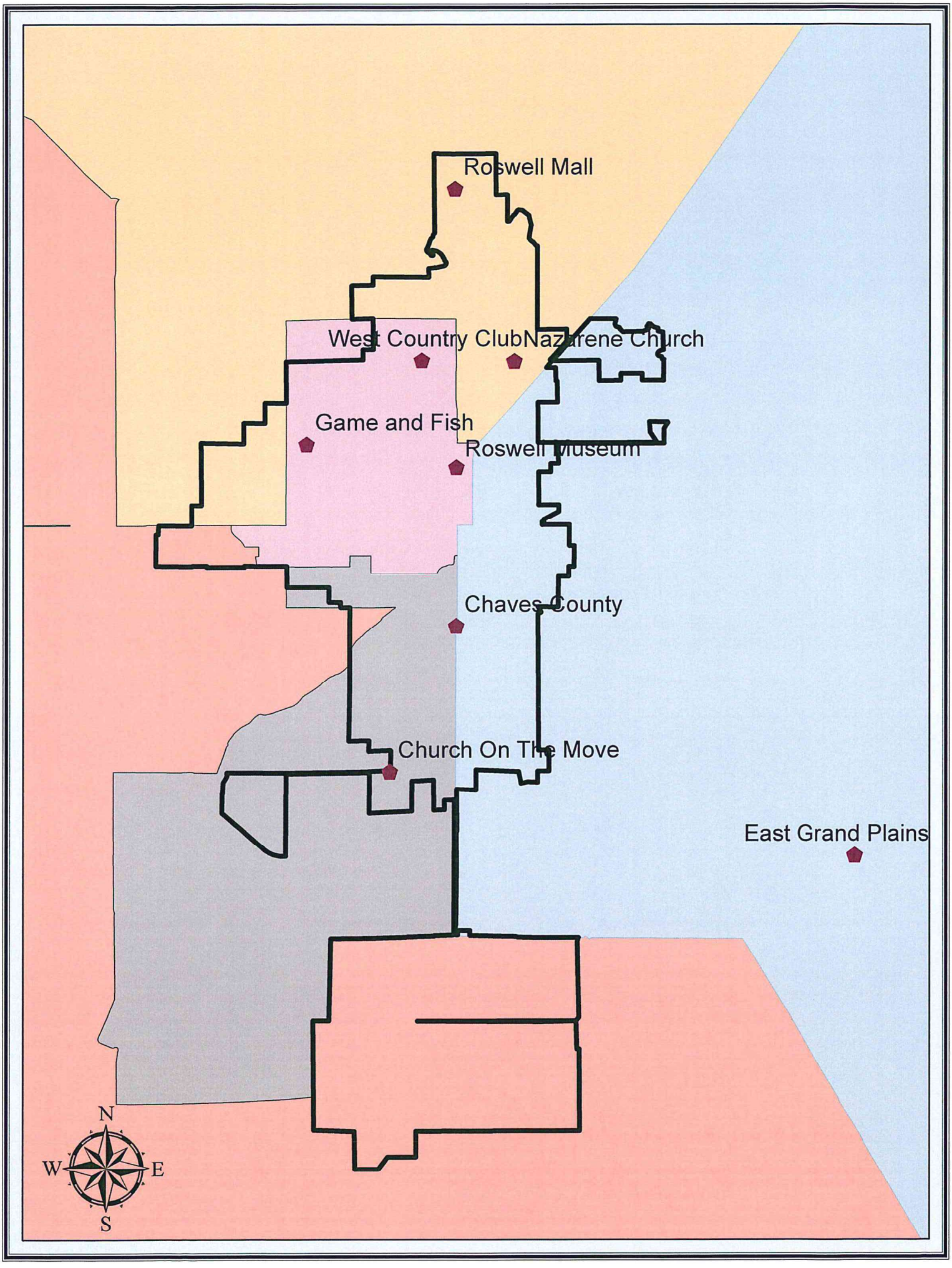
Dara Dana, Member

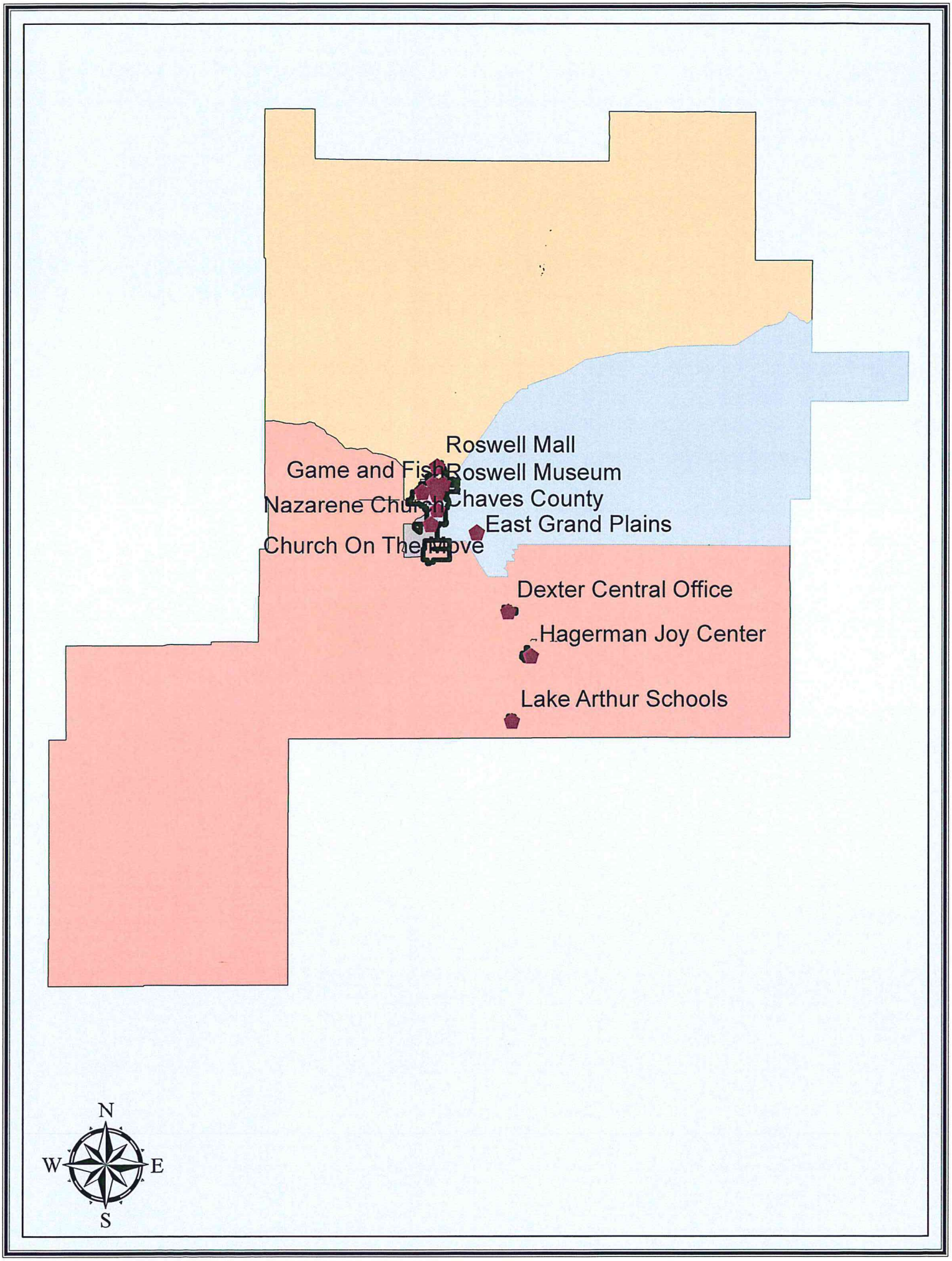
ATTEST:

T. Calder Ezzell Jr, Member

Dave Kunko
County Clerk

Robert Corn, Member


Roswell Mall
West Country Club
Nazarene Church
Game and Fish
Roswell Museum
Chaves County
Church On The Move
East Grand Plains
N
W
E
S


Roswell Mall
Game and Fish
Roswell Museum
Nazarene Church
Chaves County
East Grand Plains
Church On The Move
Dexter Central Office
Hagerman Joy Center
Lake Arthur Schools
N
W
E
S

Item # 19 Resolution # R-19-023 Adjusting Precinct Boundaries

Meeting Date: 06-27-2019

STAFF SUMMARY

REQUESTED BY: Dave Kunko

ACTION REQUIRED: Approve Resolution # R-19-023

SUMMARY:

New Mexico Statutes Annotated, Section 1-3-1 (2019) requires that a precinct shall be divided or its boundaries adjusted if the precinct has had more than seven hundred fifty (750) votes cast by voters of that precinct at a General Election, based on the two most recent General Elections, or more than two thousand five hundred (2,500) persons residing within the boundaries of the Precinct, based on the most recent federal decennial census.
Pursuant to subsection A of NMSA 1978, Section 1-35-5 (2019), it is the duty of the Board of County Commissioners by resolution to create, divide, abolish, combine or adjust the boundaries of any precincts as necessary to meet the requirements of the Election Code as well as legal and constitutional requirements for redistricting.
After meeting with the Election committee comprised of Clerk's office staff and Commissioners Robert Corn and Jeff Bilberry, we have discussed the following eight (8) precinct boundary adjustments in Chaves County.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-19-023
Precinct Split Maps

Submitted by: Dave Kunko
Title: County Clerk

CHAVES COUNTY
Resolution Number R-19-023

A Resolution Adjusting Precinct Boundaries

WHEREAS, State Statutes Annotated, Section 1-3-1 (2019) requires that a precinct shall be divided or its boundaries adjusted if the precinct has had more than seven hundred fifty (750) votes cast by voters of that precinct at a general election, based on the two most recent general elections, or two thousand five hundred (2,500) persons residing within the boundaries of the precinct, based on the most recent federal decennial census; *and*

WHEREAS, pursuant to Subsection A of NMSA 1978, Section 1-3-5 (2019), it is the duty of the Board of County Commissioners by resolution to create, divide, abolish, combine or adjust the boundaries of any precincts as necessary to meet the requirements of the Election Code as well as the legal and constitutional requirements for redistricting; *and*

WHEREAS, it has been determined by the County Clerk that precinct boundaries should be divided as provided by the maps attached to this Resolution and shall go in to effect for the 2020 Primary Election.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners the precincts in the County shall conform to the adjustments and designations as shown on the attached maps and made part of this Resolution.

DONE this 27th day of June 2019.

CHAVES COUNTY BOARD OF COMMISSIONERS

_____
William E Cavin, Chairman

_____
Jeff Bilberry, Vice Chairman

_____
Dara Dana, Member

ATTEST:

_____
T. Calder Ezzell Jr, Member

_____
Dave Kunko
County Clerk

_____
Robert Corn, Member

2019 Precinct Splits

*NUMBERS ARE THE 2010 TOTAL POPULATION FOR EACH OF THE PRECINCTS. THE NUMBERS LISTED ARE THE TOTAL PERSONS PER THE 2010 CENSUS (NOT TOTAL VOTERS OR ADULTS).

Old Precinct	New Precincts	
PCT 5	**PCT 5**	**PCT 8**
1924	758	1166
PCT 21	**PCT 20**	**PCT 21**
1499	700	800
PCT 63	**PCT 63**	**PCT 64**
2657	1077	1580
PCT 94	**PCT 94**	**PCT 95**
3156	1513	1643
PCT 11	**PCT 11**	**PCT 17**
1469	592	877
PCT 72	**PCT 72**	**PCT 74**
2242	1530	712
PCT 101	**PCT 101**	**PCT 105**
3094	1878	1216
PCT 102	**PCT 106**	**PCT 102**
2216	1466	750

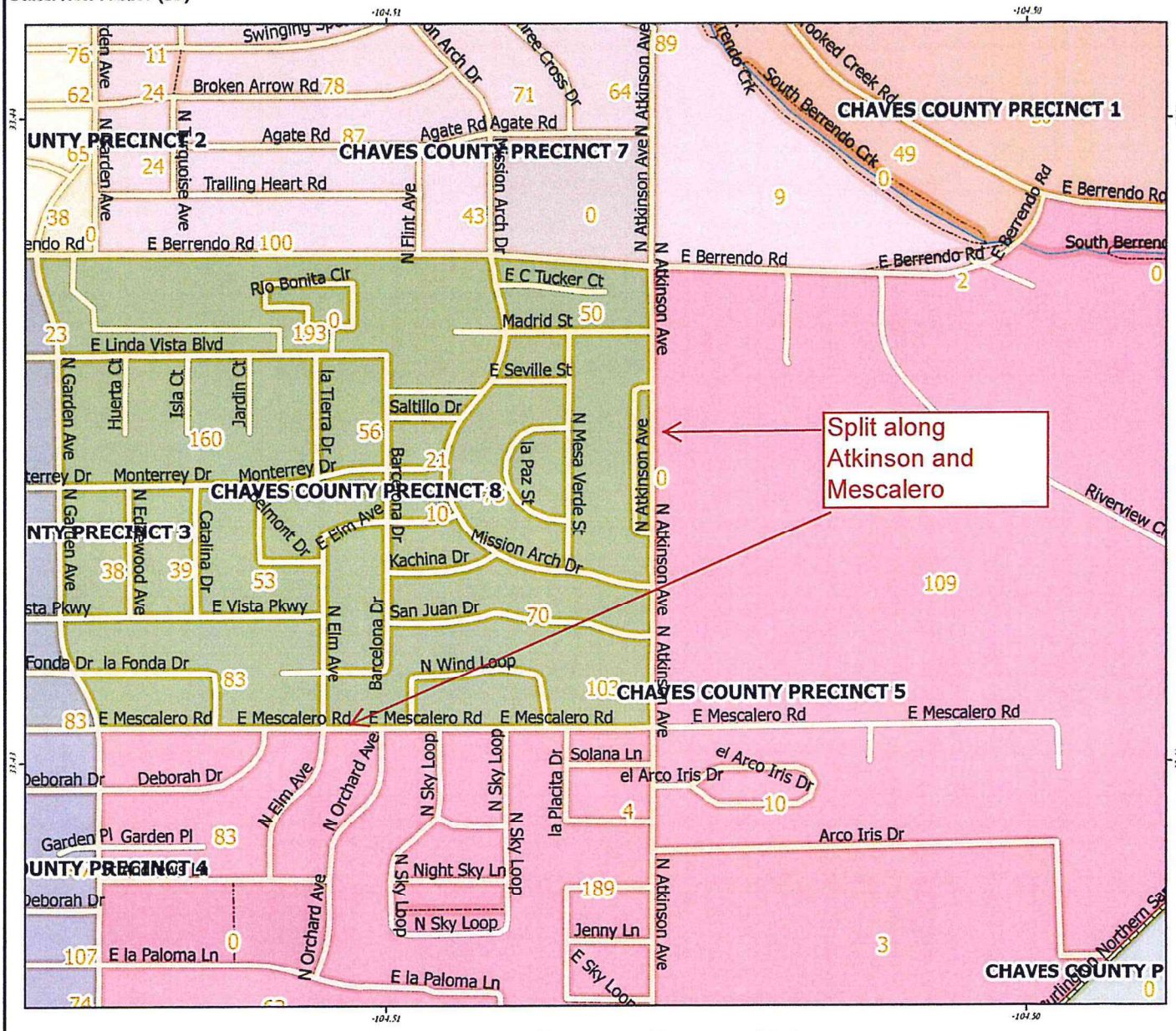
Voting District Project Verification (VTDV)

Precincts 5 and 8

Geographic Update Partnership Software (GUPS)

User: 35005
State: New Mexico (35)

County: Chaves (005)





Map Scale:
1:6,578

Legend

working_county_edges_35005
- Railroads (scale < 21,000)
- Roads (scale < 21,000)
- Linear Water
- Non-visible boundaries

vtdcurrent_35005
- 000001
- 000002
- 000003
- 000004
- 000005
- 000007
- 000041
- 000008
- tabblock2010_35005

arealm_35005
- Parks K2180 thru K2190 & Golf Courses K2561
- Colleges and Universities K2540

place_35005
- All Places

ccd_35005

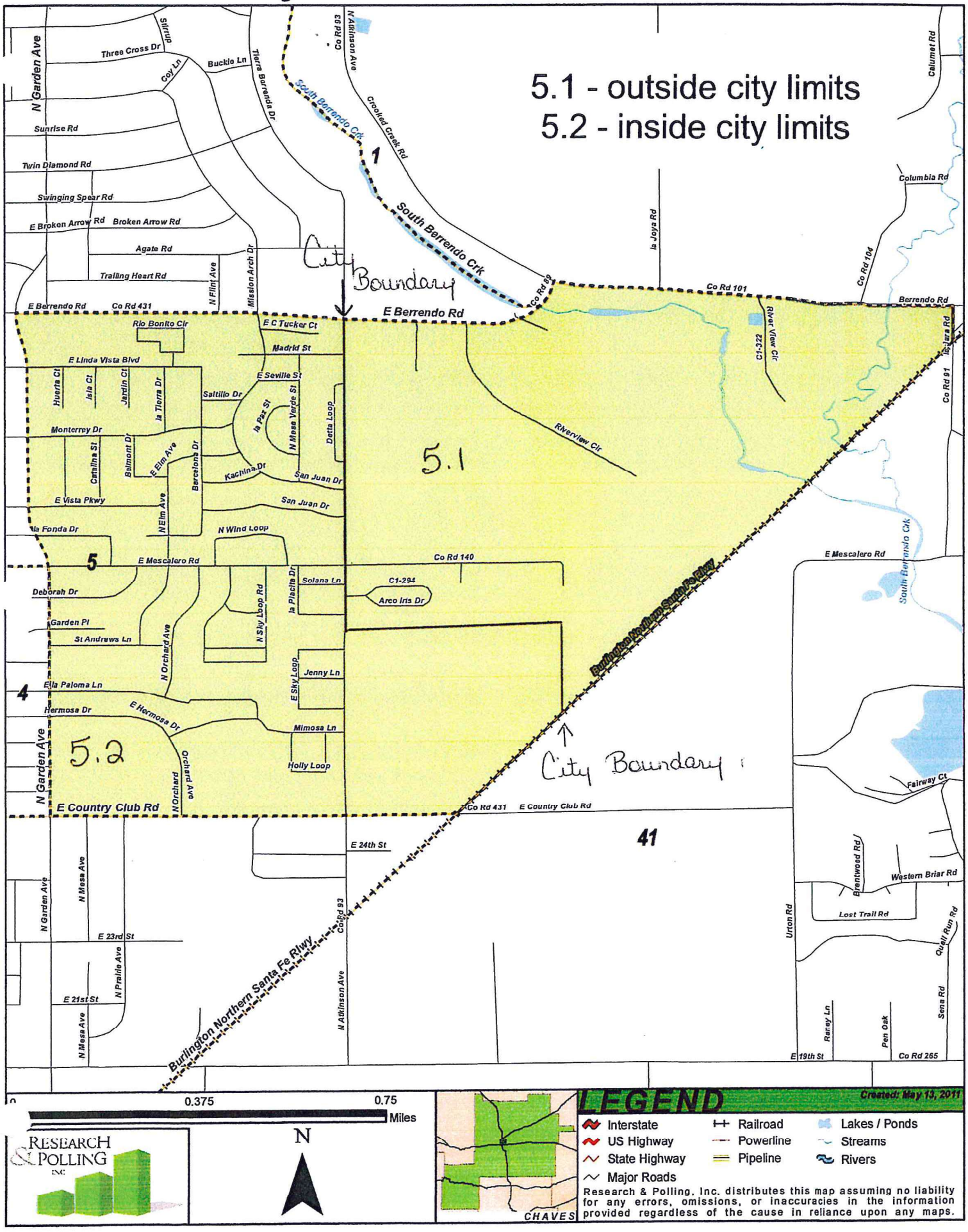
county_35005

Note: The information contained in this document is considered a work-in-progress, and is intended to be used for statistical data collection and tabulation purposes only. All depictions and designations are for statistical purposes and do not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

04/30/2019 14:30:29

Chaves County

Precinct 5



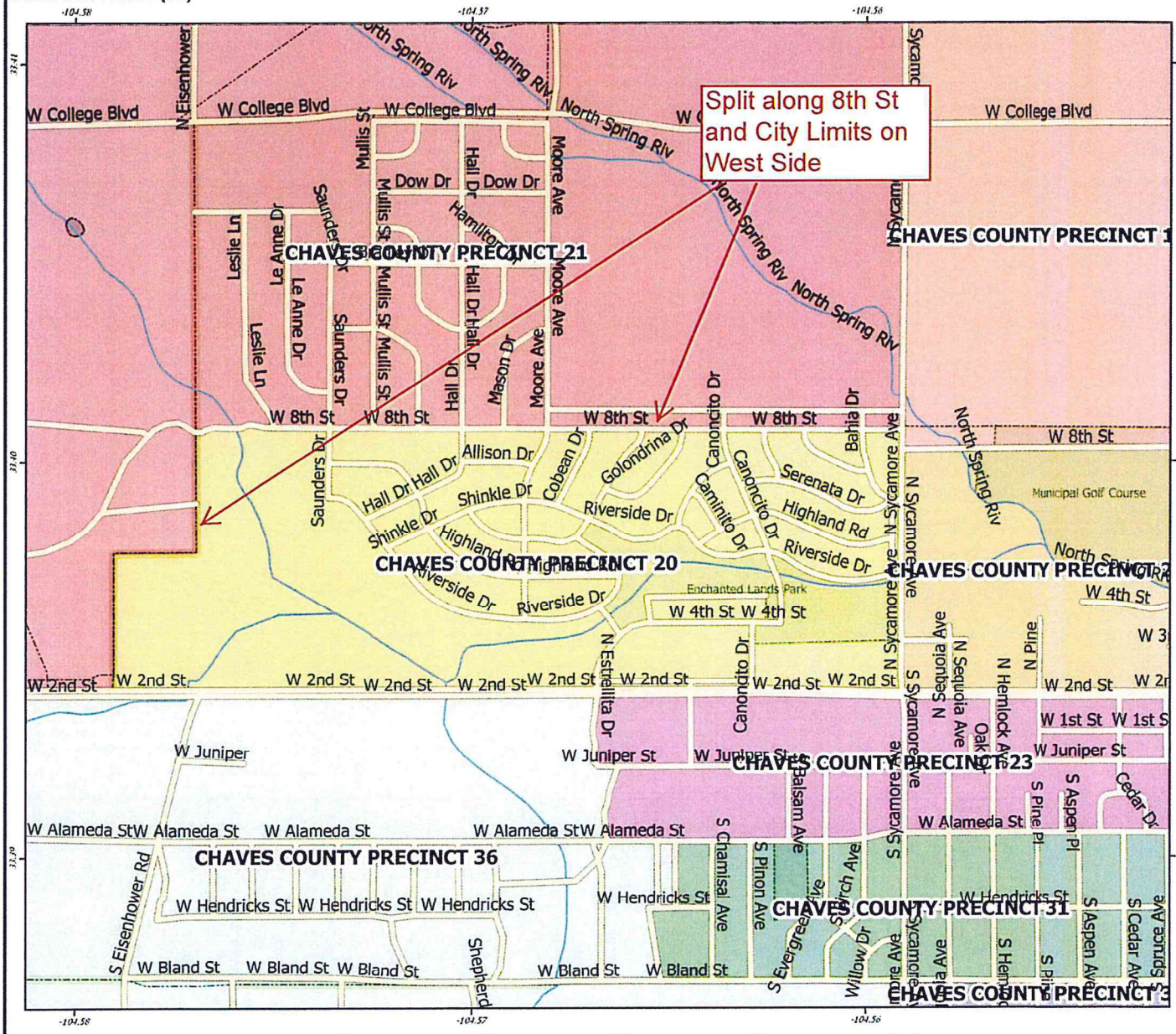
Voting District Project Verification (VTDV)

Precincts 20 and 21

Geographic Update Partnership Software (GUPS)

User: 35005
State: New Mexico (35)

County: Chaves (005)



0 0.2 0.4 0.6 0.8 1 mile

0 0.2 0.4 0.6 0.8 1 Km

Map Scale:
1:10,720

Legend

working_county

edges_35005
- Roads (scale < 21,000)
- Linear Water
- Non-visible boundaries

vtdcurrent_35005
- 000013
- 000023
- 000036
- 000021
- 000022
- 000031
- 000035
- 000020

arealm_35005
- Parks K2180 thru K2190 & Golf Courses K2561

place_35005
- All Places

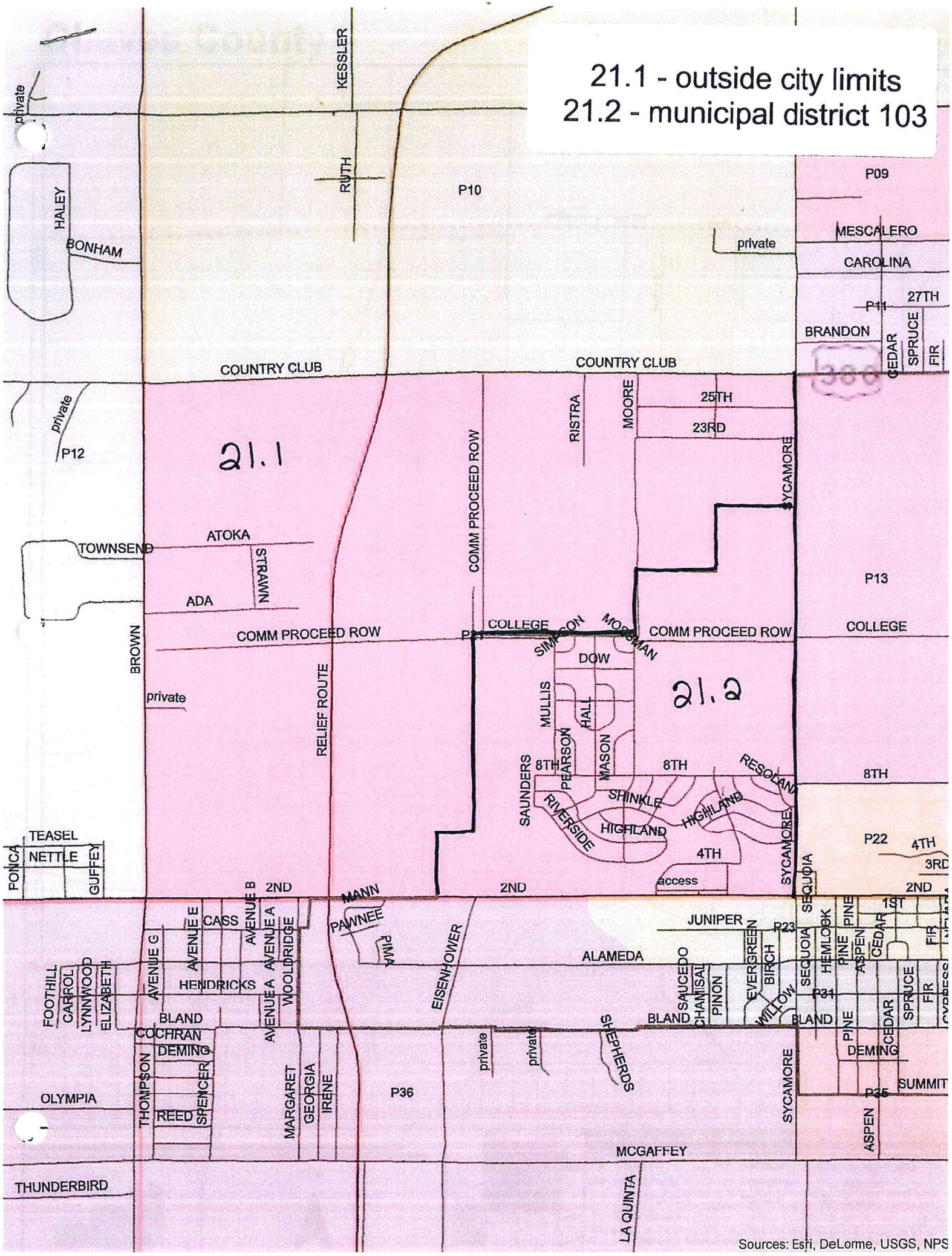
ccd_35005

county_35005

water_35005

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04/30/2019 14:33:28


21.1 - outside city limits
21.2 - municipal district 103
21.1
21.2
KESSLER
RUTH
HALEY
BONHAM
P10
P09
MESCALERO
CAROLINA
private
P11
27TH
BRANDON
CEDAR
SPRUCE
FIR
COUNTRY CLUB
COUNTRY CLUB
P12
COMM PROCEED ROW
RISTRA
MOORE
25TH
23RD
SYCAMORE
TOWNSEND
ATOKA
STRAWN
ADA
BROWN
COMM PROCEED ROW
COLLEGE
SIMPSON
MOSEMAN
COMM PROCEED ROW
COLLEGE
P13
DOW
MULLIS
HALL
PEARSON
MASON
SAUNDERS
8TH
8TH
8TH
RESOLANA
SHINKLE
RIVERSIDE
HIGHLAND
HIGHLAND
4TH
access
RELIEF ROUTE
TEASEL
NETTLE
PONCA
GUFFEY
P22
4TH
3RD
2ND
2ND
2ND
MANN
PAWNEE
PIMA
EISENHOWER
JUNIPER
P23
SEQUOIA
1ST
AVENUE B
AVENUE E
CASS
AVENUE A
WOOLDRIDGE
AVENUE G
HENDRICKS
AVENUE A
FOOTHILL
CARROL
LYNNWOOD
ELIZABETH
BLAND
COCHRAN
DEMING
THOMPSON
REED
SPENCER
MARGARET
GEORGIA
IRENE
OLYMPIA
P36
ALAMEDA
SAUCEDO
CHAMISAL
PINON
EVERGREEN
BIRCH
WILLOW
HEMLOCK
PINE
ASPEN
CEDAR
FIR
P31
BLAND
BLAND
SPRUCE
FIR
PINE
CEDAR
DEMING
SUMMIT
P35
ASPEN
private
private
SHEPHERDS
SYCAMORE
MCGAFFEY
THUNDERBIRD
LA QUINTA
Sources: Esri, DeLorme, USGS, NPS

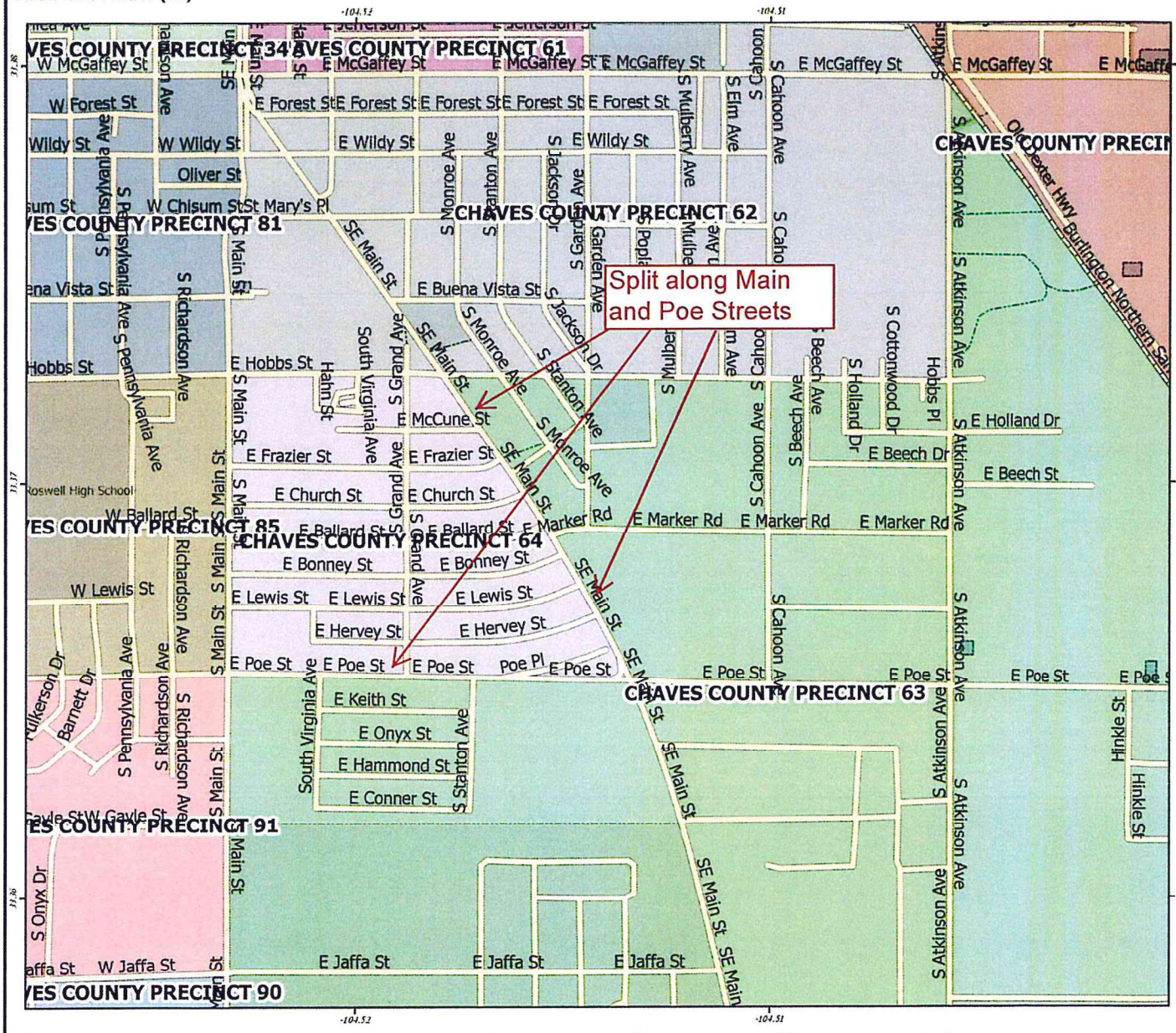
Voting District Project Verification (VTDV)

Precincts 63 and 64

Geographic Update Partnership Software (GUPS)

User: 35005
State: New Mexico (35)

County: Chaves (005)



Map Scale:
1:10,214

Legend

working_county

edges_35005

Railroads (scale < 21,000)

Roads (scale < 21,000)

Non-visible boundaries

vtdcurrent_35005

000034

000052
000061
000062
000063
000081
000085
000090
000091
000064

arealm_35005

Parks K2180 thru K2190 & Golf Courses K2561

Colleges and Universities K2540

Cemeteries K2582

place_35005

All Places

ccd_35005

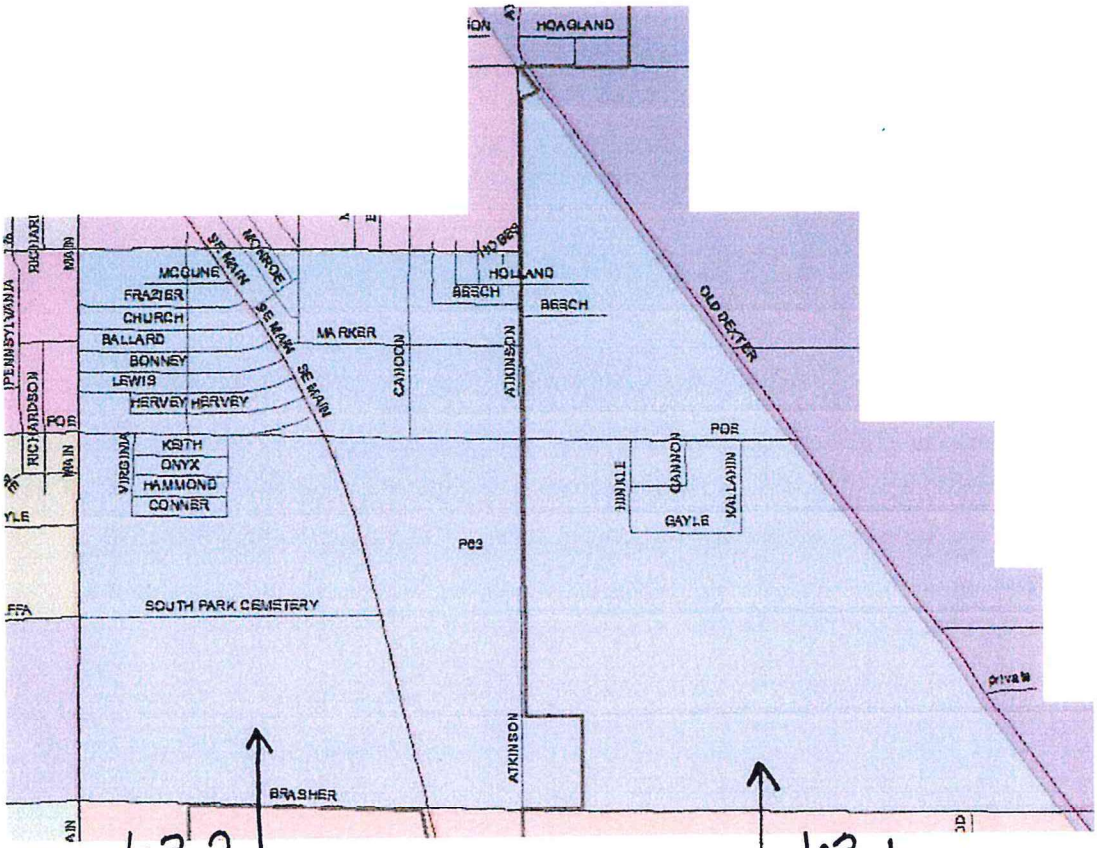
county_35005

water_35005

Note: The information contained in this document is considered a work-in-progress, and is intended to be used for statistical data collection and tabulation purposes only. All depictions and designations are for statistical purposes and do not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

04/30/2019 14:40:32

PRECINCT 63


HOAGLAND
MCQUNE
FRAZIER
CHURCH
BALLARD
BONNEY
LEWIS
HERVEY HERVEY
SE MAIN
MARKER
CANNON
ATKINSON
HOLLAND
BEECH
OLD DEXTER
KEITH
ONYX
HAMMOND
CONNER
P63
GAYLE
SOUTH PARK CEMETERY
BRASHER
63.2
City
63.1
outside City
St W - Chaves

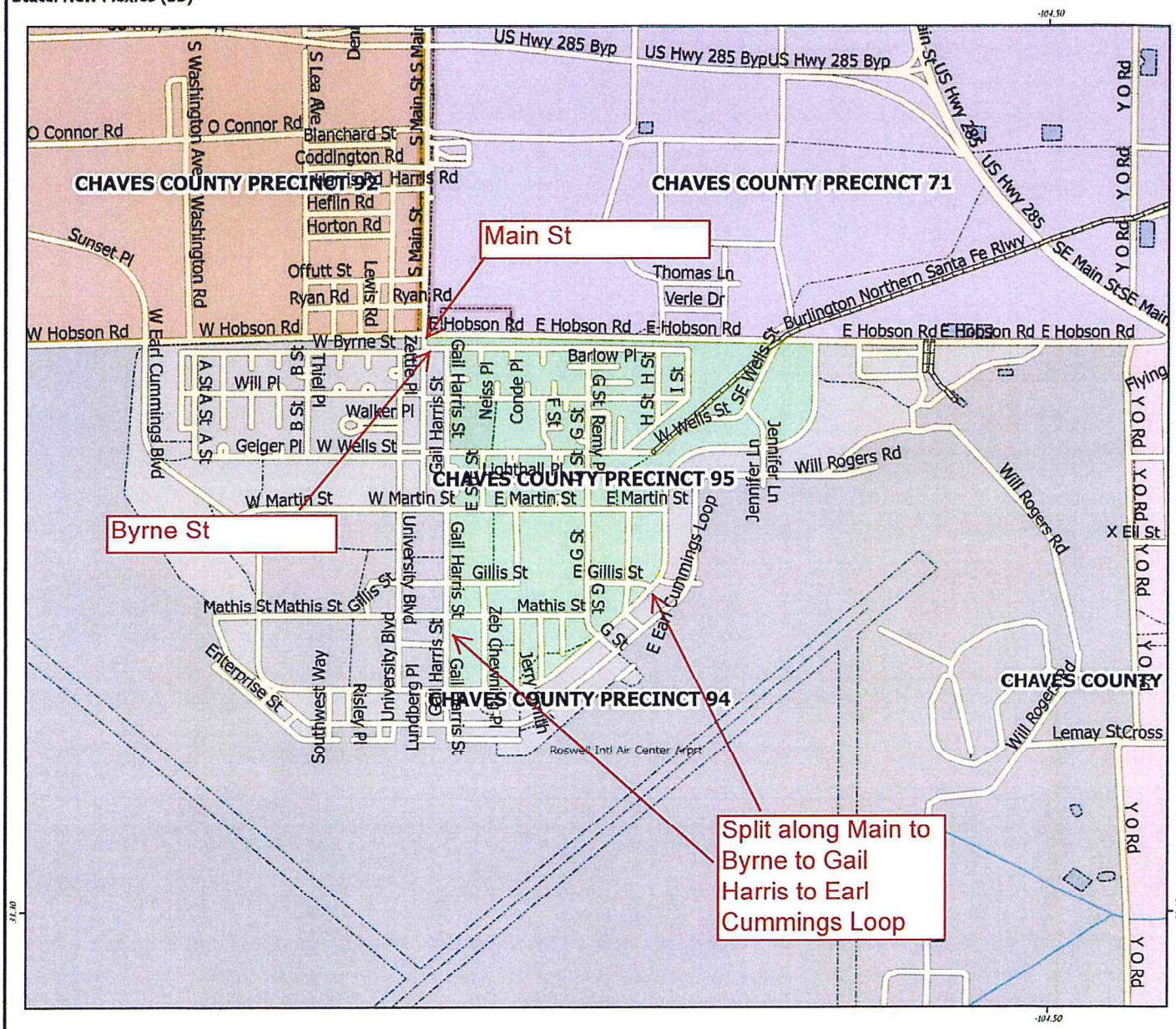
Voting District Project Verification (VTDV)

Precincts 94 and 95

Geographic Update Partnership Software (GUPS)

User: 35005
State: New Mexico (35)

County: Chaves (005)



Map Scale:
1:15,655

0 0.4 0.8 1.2 1.6 2 mile

0 0.4 0.8 1.2 1.6 2 Km

Legend

working_county

edges_35005
- Railroads (scale < 21,000)
- Roads (scale < 21,000)
- Linear Water
- Non-visible boundaries

vtdcurrent_35005
- 000071
- 000092
- 000094
- 000072
- 000095

arealm_35005
- Colleges and Universities K2540
- Airports - Area Representation K2457
- Hospitals K1231 and K2131

place_35005
- All Places

ccd_35005

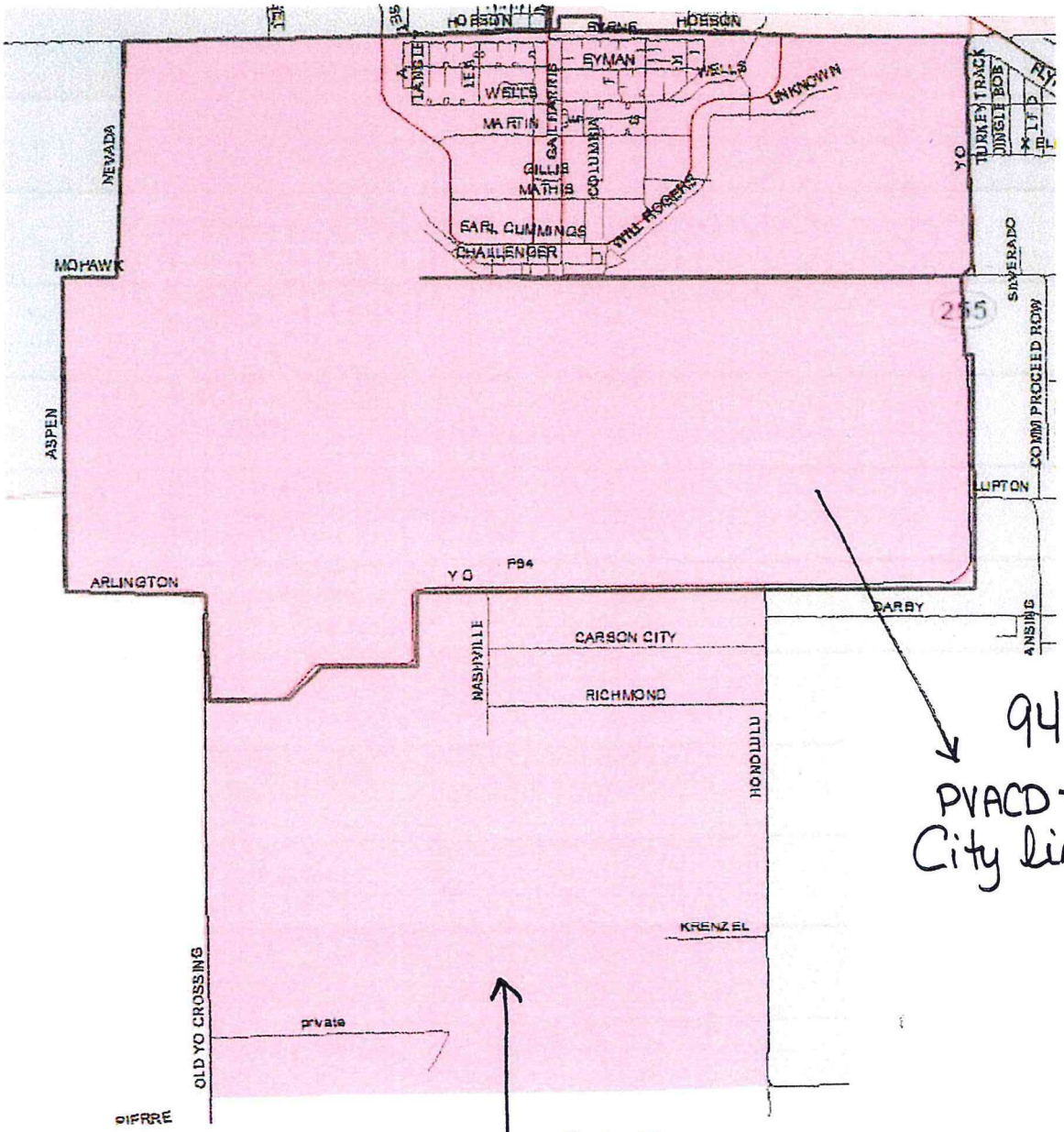
county_35005

water_35005

Note: The information contained in this document is considered a work-in-progress, and is intended to be used for statistical data collection and tabulation purposes only. All depictions and designations are for statistical purposes and do not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

04/30/2019 14:48:12

PRECINCT 94


HOBSON
BYMAN
WELLS
MARTIN
GILLIS
MATHIS
EARL CUMMINGS
CHALLENGER
UNKNOWN
TURKEY TRACK
JINGLE BOB
NEVADA
MOHAWK
ASPEN
ARLINGTON
Y O
SILVERADO
COMM PROCEED ROW
LIPTON
PARBY
ANSING
CARSON CITY
RICHMOND
NASHVILLE
HONOLULU
KRENZEL
OLD YO CROSSING
private
PIERRE
94.1
PVACD - 3
City limits
94.2
PVACD - 3
S+W - Chaves
Outside City

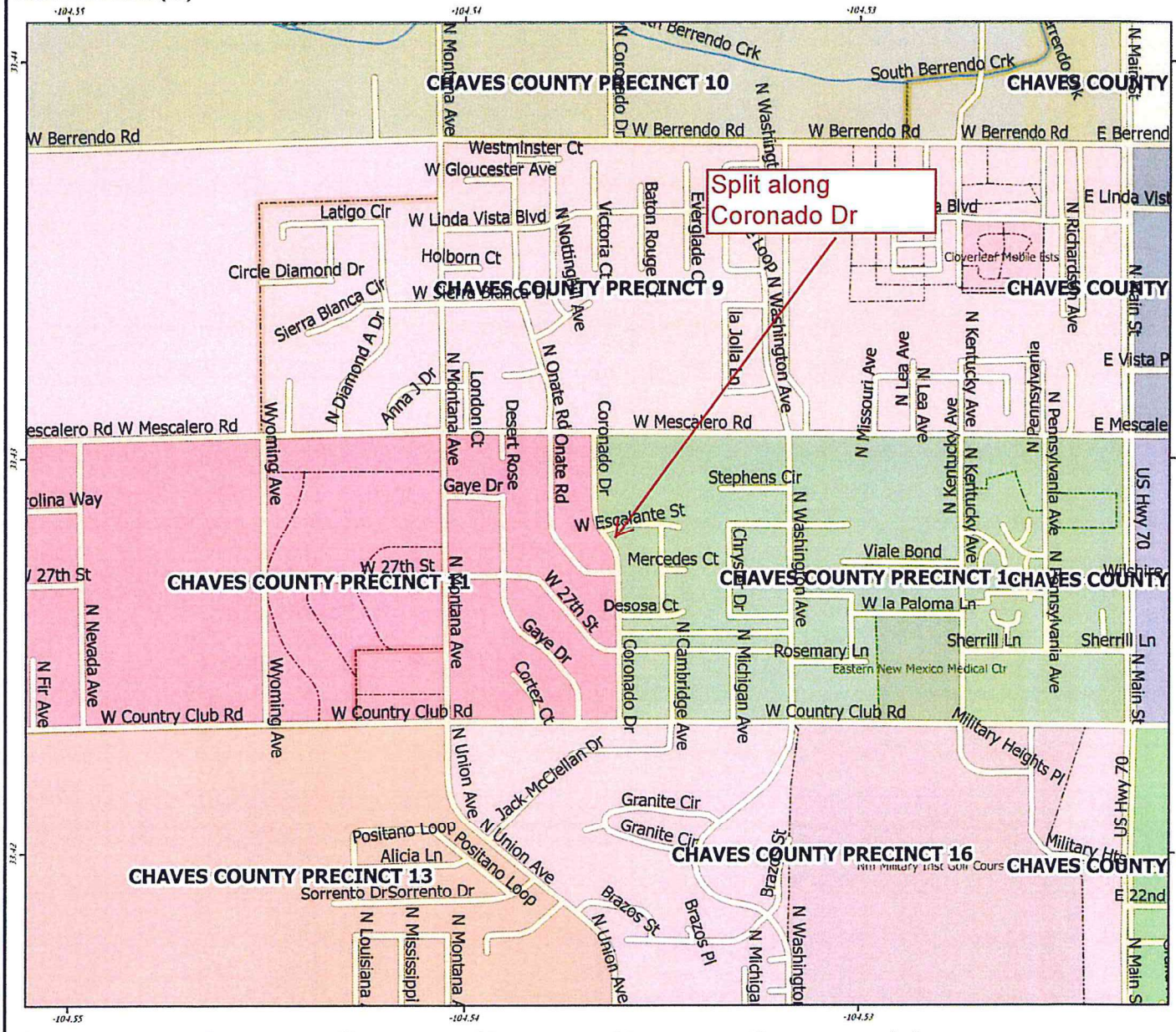
Voting District Project Verification (VTDV)

Precincts 11 and 17

Geographic Update Partnership Software (GUPS)

User: 35005
State: New Mexico (35)

County: Chaves (005)



0 0.2 0.4 0.6 0.8 1 mile

0 0.2 0.4 0.6 0.8 1 Km

Map Scale:
1:10,714

Legend

working_county

edges_35005

Roads (scale < 21,000)

Linear Water

Non-visible boundaries

vtdcurrent_35005

000002
000003
000004
000009
000010
000013
000016
000006
000011
000017

arealm_35005

Parks K2180 thru K2190 & Golf Courses K2561

Hospitals K1231 and K2131

Other Area Landmark

place_35005

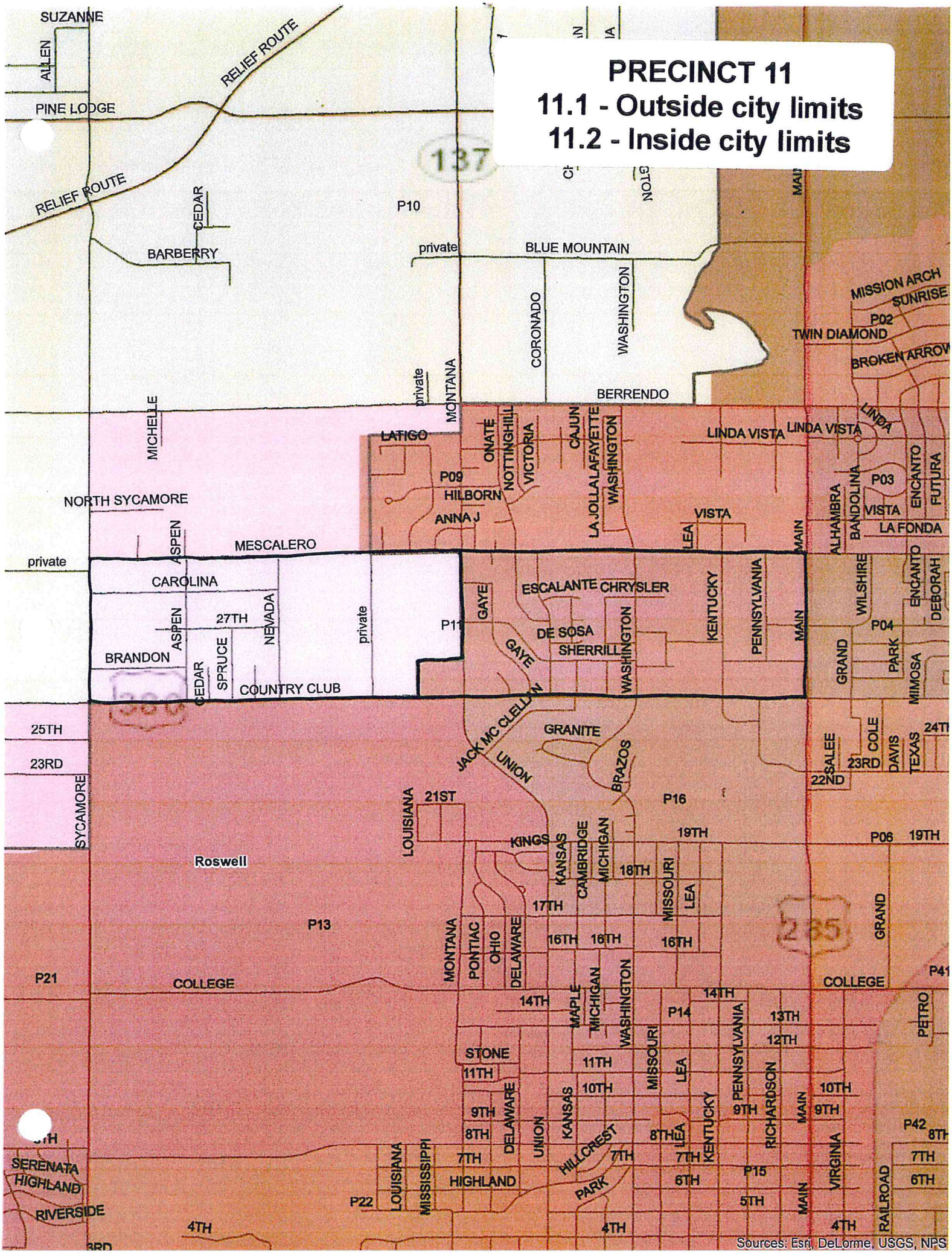
All Places

ccd_35005

county_35005

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04/30/2019 14:36:01


PRECINCT 11
11.1 - Outside city limits
11.2 - Inside city limits
SUZANNE
ALLEN
RELIEF ROUTE
PINE LODGE
RELIEF ROUTE
CEDAR
BARBERRY
137
P10
private
BLUE MOUNTAIN
CORONADO
WASHINGTON
MISSION ARCH
SUNRISE
P02
TWIN DIAMOND
BROKEN ARROW
MICHELLE
private
MONTANA
BERRENDO
LATIGO
ONATE
NOTTINGHILL
VICTORIA
CAJUN
LA JOLLA
LAFAYETTE
WASHINGTON
LINDA VISTA
LINDA VISTA
LINDA
P09
HILBORN
ANNA J
NORTH SYCAMORE
ASPEN
MESCALERO
VISTA
LEA
MAIN
ALHAMBRA
BANDOLINA
P03
VISTA
ENCANTO
FUTURA
LA FONDA
private
CAROLINA
ESCALANTE
CHRYSLER
KENTUCKY
PENNSYLVANIA
MAIN
WILSHIRE
ENCANTO
DEBORAH
ASPEN
27TH
NEVADA
GAYE
P11
DE SOSA
SHERRILL
WASHINGTON
P04
BRANDON
SPRUCE
CEDAR
COUNTRY CLUB
private
GRAND
PARK
MIMOSA
25TH
23RD
JACK MC CLELLAN
GRANITE
UNION
BRAZOS
SALEE
COLE
DAVIS
TEXAS
24TH
22ND
23RD
SYCAMORE
LOUISIANA
21ST
P16
KINGS
KANSAS
CAMBRIDGE
MICHIGAN
19TH
P06
19TH
Roswell
18TH
MISSOURI
LEA
17TH
P13
MONTANA
PONTIAC
OHIO
DELAWARE
16TH
16TH
16TH
285
GRAND
P21
COLLEGE
COLLEGE
P41
14TH
MAPLE
MICHIGAN
WASHINGTON
14TH
P14
13TH
12TH
PETRO
STONE
11TH
11TH
MISSOURI
LEA
10TH
10TH
9TH
9TH
DELAWARE
KANSAS
UNION
8TH
HILLCREST
8TH
LEA
KENTUCKY
PENNSYLVANIA
RICHARDSON
MAIN
P42
8TH
SERENATA
HIGHLAND
7TH
HIGHLAND
7TH
7TH
P15
VIRGINIA
7TH
RIVERSIDE
P22
LOUISIANA
MISSISSIPPI
PARK
6TH
5TH
MAIN
RAILROAD
6TH
4TH
4TH
4TH
Sources: Esri, DeLorme, USGS, NPS

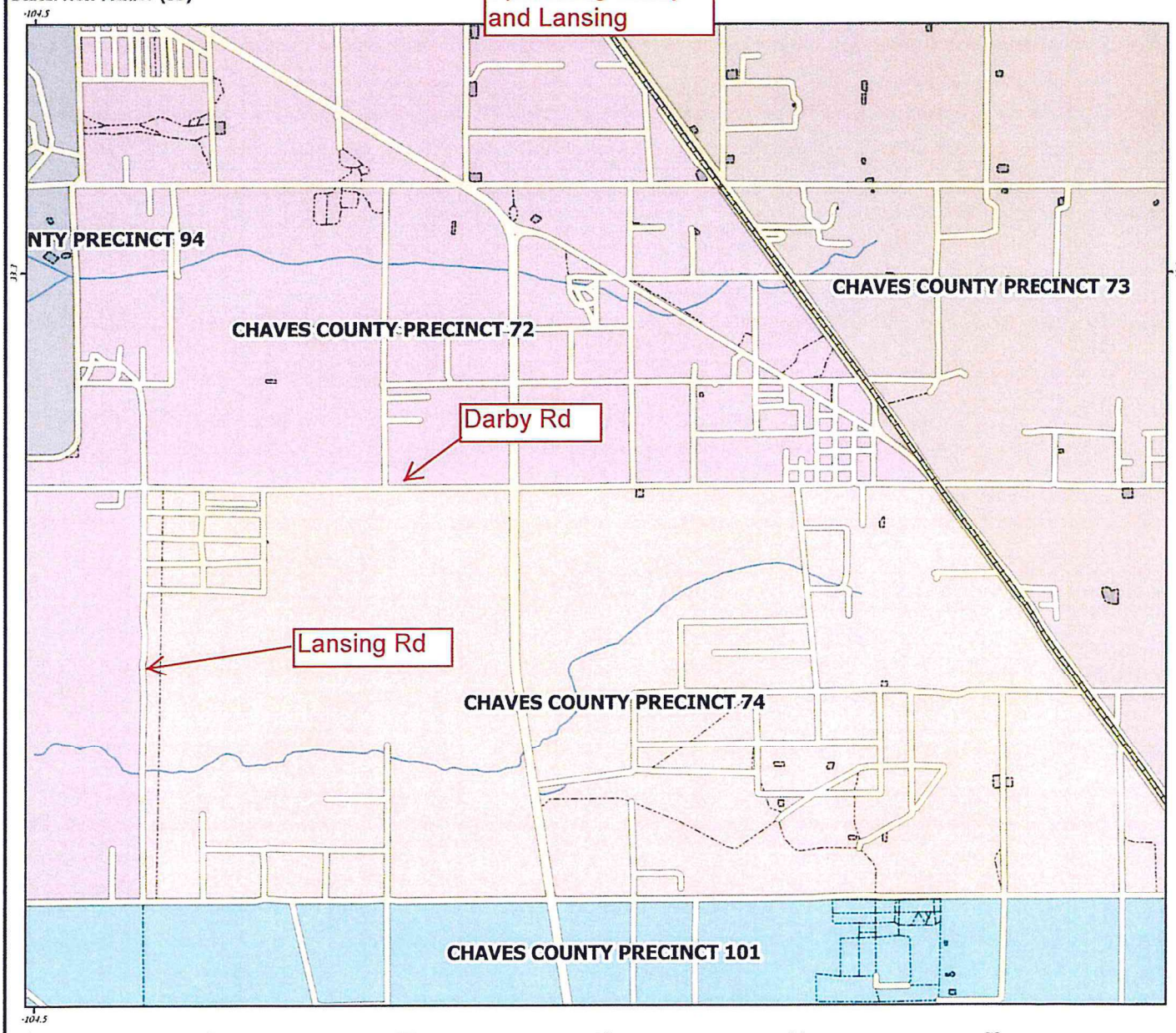
Voting District Project Verification (VTDV)

Geographic Update Partnership Software (GUPS)

Precincts 72 and 74

User: 35005
State: New Mexico (35)

County: Chaves (005)



Map Scale:
1:29,860

0 0.8 1.6 2.4 3.2 mile

0 0.8 1.6 2.4 3.2 4 Km

Legend

working_county

edges_35005
- Railroads (scale < 21,000)
- Railroads (scale > 21,000)
- Roads (scale < 21,000)
- Roads (scale > 21,000)
- Linear Water
- Non-visible boundaries

vtdcurrent_35005
- 000073
- 000094
- 000101
- 000072
- 000074

place_35005
- All Places

ccd_35005

county_35005

water_35005

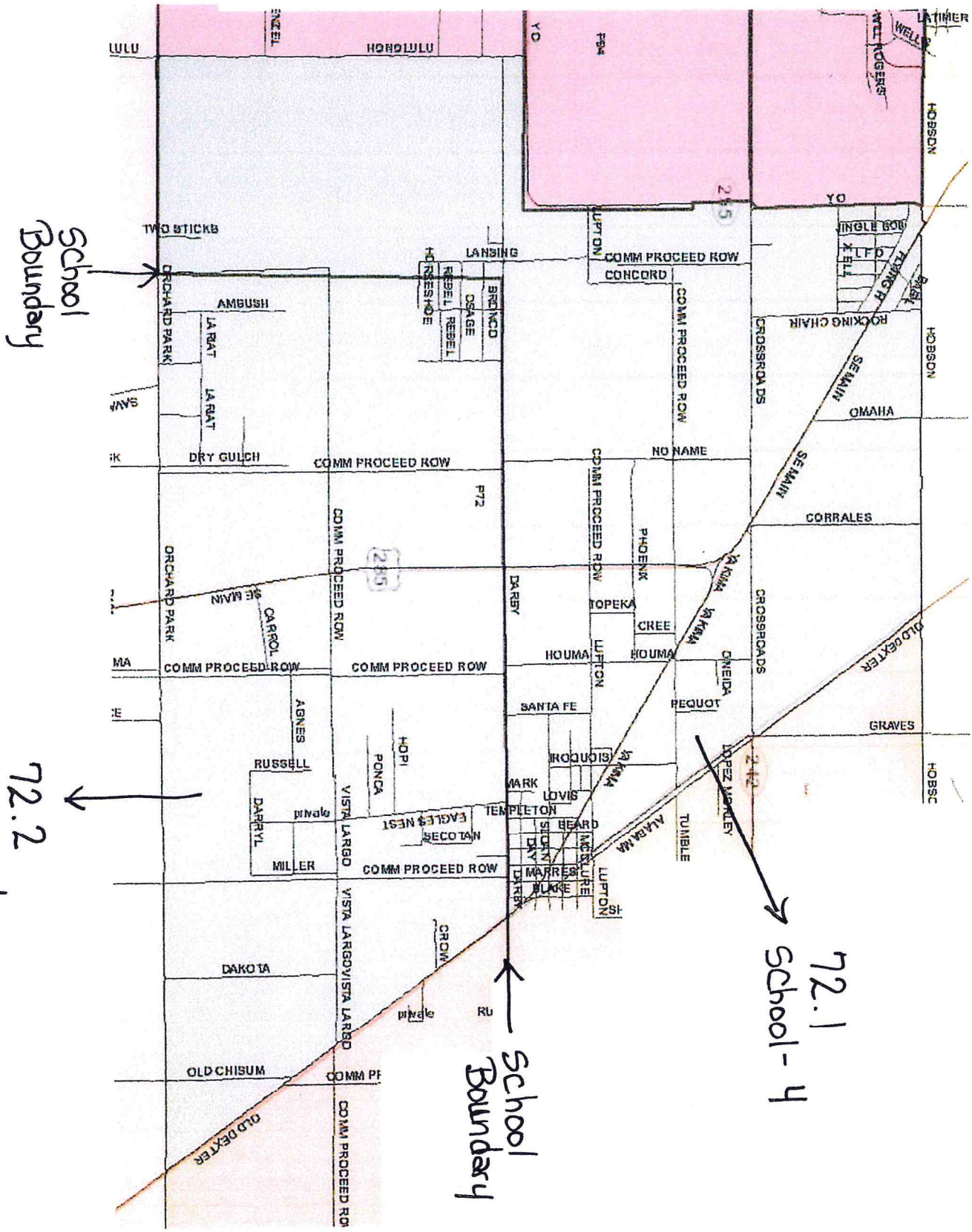
Esri Imagery

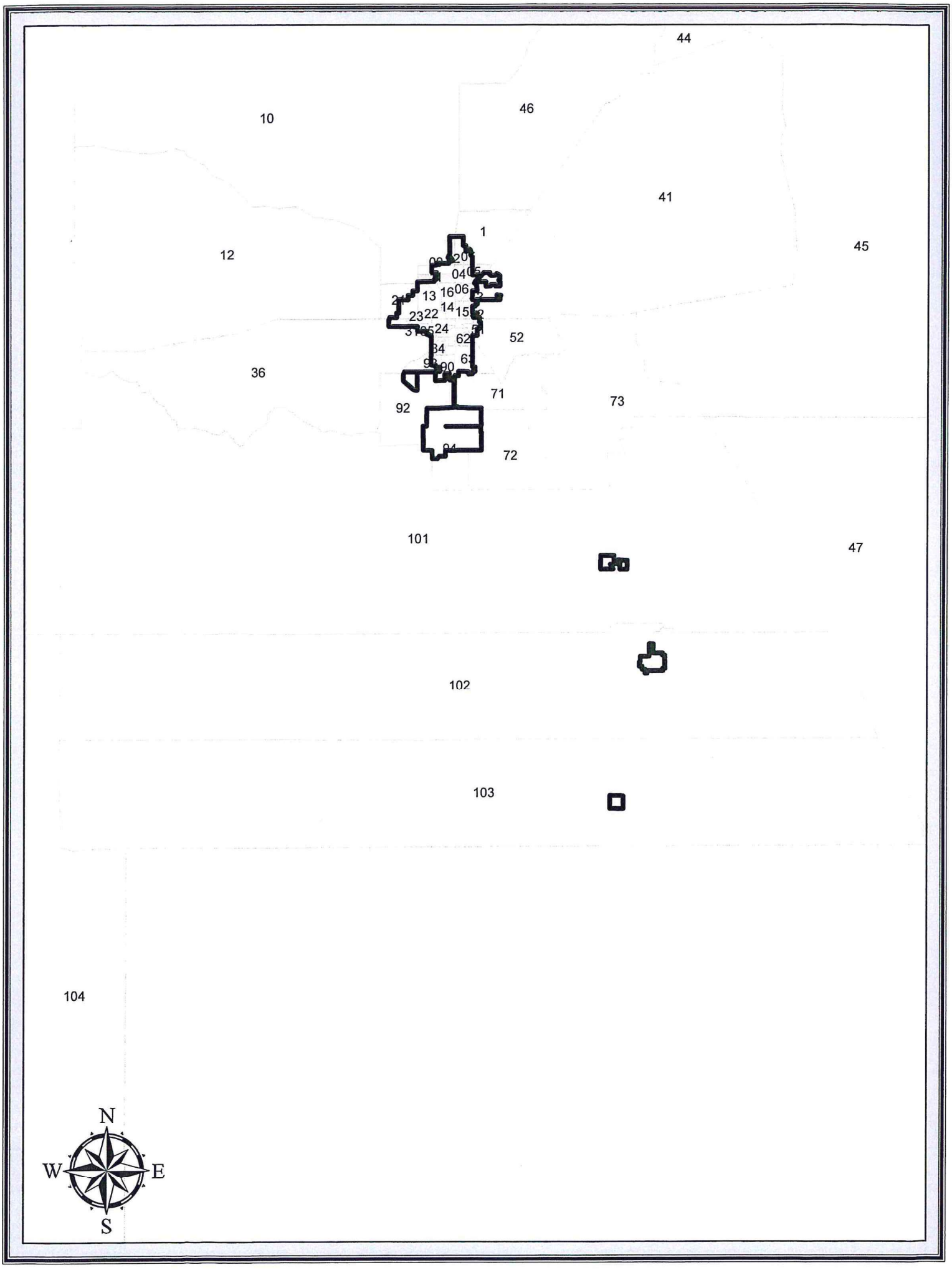
High Resolution 30cm Imagery

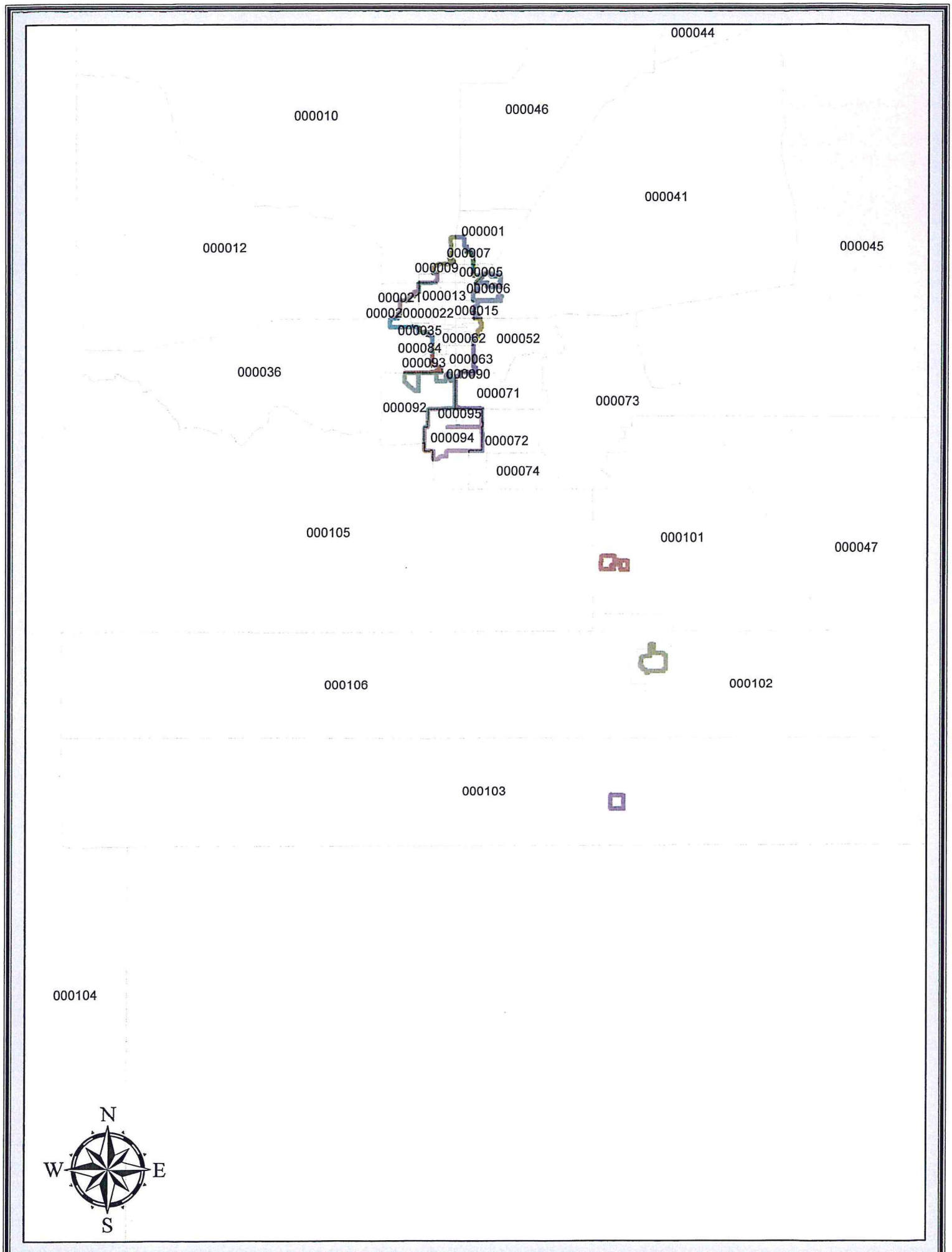
Note: The information contained in this document is considered a work-in-progress, and is intended to be used for statistical data collection and tabulation purposes only. All depictions and designations are for statistical purposes and do not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

04/30/2019 15:38:26

PRECINCT 72


School Boundary
72.2 School - 6
72.1 School - 4
School Boundary
TWO STICKS
LANSING
COMM PROCEED ROW
CONCORD
AMBUSH
DRY GULCH
NO NAME
CORRALES
OMAHA
CROSSROADS
ROCKING CHAIR
HOBSON
LATIMER
ORCHARD PARK
LA RAT
BRONCO
REBEL
OSAGE
CARROL
DAREY
PHOENIX
TOPEKA
CREE
HOUMA
LUPTON
ONEIDA
SANTA FE
REQUOT
GRAVES
IROQUOIS
MARK
LOVIS
TEMPLETON
BEARD
MARRES
RUSSELL
AGNES
HOPI
PONCA
DARRYL
MILLER
VISTA LARGO
EAGLES NEST
SECOTAN
TUMBLE
DAKOTA
CROW
OLD CHISUM
OLD DEXTER
P72
285
242


44
46
10
41
1
45
12
52
36
71
73
92
72
101
47
102
103
104
N
W
E
S


000044
000010
000046
000041
000001
000012
000045
000007
000009
000005
000006
000002
000013
000020
000022
000015
000035
000062
000052
000084
000093
000063
000036
000090
000071
000092
000073
000095
000094
000072
000074
000105
000101
000047
000106
000102
000103
000104
N
W
E
S

AGENDA ITEM: 20 — Resolution R-19-024 Deletion of property & proposed disposition

MEETING DATE: June 27, 2019

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Lucia Serrano

ACTION REQUESTED:

Approval of Resolution R-19-024

ITEM SUMMARY:

Your approval of this resolution will allow staff to remove the attached inventory.
Sheriff's Dept would like to donate 10 Kenwood Hand Held Radios to the City of Roswell- Dispatch

Exhibit 'A' has the assets listed.

Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-19-024

SUMMARY BY: Lucia Serrano

TITLE: Continuum/DWI Coordinator

Exhibit 'A'

Asset ID	Description	Primary Location
000022	R-19-024 SOY MARIACHI1120 S. GRANDROSWELL, NM 88203SITE TAG#000021	CC comm.
012711	R-19-024 Widescreen Monitor	CCDC/JUV.
013256	R-19-024 MICROSOFT TABLET W/KEYBOARD Commissioner Robert Com	CC COMM 2
000139	R-19-024 RADIOKENWOOD TK 790 MOBILE RADIO W/ REMOTE MOCABLE, MOUNTING HARDWAREINSTALLATION OF TRUCK MOUNT MOBILE	SHERIFF
000141	R-19-024 RADIOKENWOOD TK 790 MOBILE RADIO #3 W/ REMOTECABLE, MOUNTING HARDWAREINSTALLATION OF TRUCK MOUNT MOBILE	SHERIFF
000142	R-19-024 RADIOKENWOOD TK 790 MOBILE RADIO W/REMOTE MOUCABLE MOUNTING HARDWAREINSTALLATION OF TRUCK MOUNT MOBILE	SHERIFF
001053	R-19-024 ERASER/ELECTRICIN DRAWER AT FAR ENDSUPPLY RM.	ASSESSOR
001067	R-19-024 PLOTTERHP DESIGNJET 1055 SCMHP 64 MB MEMORYBUD	ASSESSOR
001512	R-19-024 RADIOKENWOODUNIT 931DARE/SRD	SHERIFF
001533	R-19-024 RADIOMOBILE KENWOOD TK-730110 WATT 32 CHANNELUNIT 900	SHERIFF
001585	R-19-024 RADIOMOTOROLA HT1250 PORTABLE RADIOA. HILL	SHERIFF
001609	R-19-024 RADIOKENWOOD RADIOMODEL TK790K W/ANTENNA & CABLESHERIFF'S SPECIAL FUND	SHERIFF
001615	R-19-024 RADIOPORTABLE MOTOROLA HT 75016 CHANNEL. W/UC MIC CARRY CASE, CHARGER	SHERIFF
001616	R-19-024 RADIOPORTABLE MOTOROLA HT 75016 CHANNEL, W/UC MIC, CARRY CASE, CHARGES. BERRY	SHERIFF
001617	R-19-024 RADIOPORTABLE MOTOROLA HT 75016 CHANNEL, W/UC MIC, CARRY CASE, CHARGE	SHERIFF
001619	R-19-024 RADIOPORTABLE MOTOROLA HT 750W/REMOTE MIC, CARRY CASE, CHARGEM. HERRINGTON	SHERIFF
001622	R-19-024 RADIOPORTABLE MOTOROLA HT 750W/REMOTE MIC, CARRY CASE, CHARGER	SHERIFF
002072	R-19-024 CHAIRHON, GRAYW/WOODEN ARMSAdmin Office	FINANCE
002073	R-19-024 CHAIRHON, GRAYW/WOODEN ARMSAdmin Office	FINANCE
002075	R-19-024 TABLEEND TABLE, OAKCECILIA'S OFFICE	FINANCE
002879	R-19-024 CHAIRHI BACK W/SIDE ARMS, FOREST GREENSupply room	ASSESSOR
002890	R-19-024 CHAIRFOREST GREEN HI BACK WITH SIDE ARMSBldg. Inspectors office	P&Z
002938	R-19-024 CHAIRFOREST GREEN, HIGH BACK W/SIDE ARMSFront Office	P&Z
003134	R-19-024 TVSHARP 25"-27" COLOR TV	SHERIFF
003136	R-19-024 VCRSHARP VCR	SHERIFF
003137	R-19-024 DVDTOSHIBA DVD	SHERIFF
003161	R-19-024 RADIOKENWOOD MOBILE RADIO	SHERIFF
004248	R-19-024 MIXERHOBART 10 QTADULT KITCHEN	CCDC/ADULT
005652	R-19-024 RADIOMOTOROLA PORTABLE RADIO W/SWIVEL CASEHT 750	SHERIFF
005653	R-19-024 RADIOMOTOROLA HT 750RADIO W/SWIVEL CASE	SHERIFF
005656	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005657	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005658	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASESIMMONS	SHERIFF
005659	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005661	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005662	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005664	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005665	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005666	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005670	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005673	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005674	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005676	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005679	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005680	R-19-024 RADIOMOTOROLA HT750RADIO W/SWIVEL CASE	SHERIFF
005709	R-19-024 RADIOKENWOOD RADIO TK 790	SHERIFF
005711	R-19-024 RADIOTK-790H KENWOOD RADIOREMOTE MOUNT	SHERIFF
005712	R-19-024 RADIOTK-790 KENWOOD RADIOREMOTE MOUNT	SHERIFF
005713	R-19-024 RADIOTK-790H KENWOOD RADIOREMOTE MOUNT	SHERIFF
005767	R-19-024 CHAIRDARK BLUE, HI BACK WITH SIDE ADJUSTABLEFILE ROOM	P&Z
005768	R-19-024 CHAIRDARK BLUE/HI BACK WITH SIDE ADJUSTABLE AFILE ROOM	P&Z
005769	R-19-024 CHAIRDARK BLUE/HI BACK WITH SIDE ADJUSTABLE AFILE ROOM	P&Z
006059	R-19-024 CABINETVCR CABINET W/ 2 SHELVES, 2 DOOR CABINET	SHERIFF
006127	R-19-024 CHAIREXECUTIVE	SHERIFF
006321	R-19-024 CHAIRPLASTIC BACK, CLOTH TOP, TEAL	SHERIFF
006846	R-19-024 TV19" SANYO TVLT. GREER'S OFFICE	CCDC/JUV.
007610	R-19-024 RADIOTK-790 KENWOOD MOBILE RADIO90 SEIRES 148-174-MHZREMOTE MOUNT	SHERIFF

007613	R-19-024 RADIOTK-790 HBK KENWOOD MOBILE RADIO90 SERIES 148-174-MHZREMOTE MOUNT	SHERIFF
007615	R-19-024 RADIOTK-790 HBK KENWOOD MOBILE RADIO90 SERIES 148-174-MHZREMOTE MOUNT	SHERIFF
008057	R-19-024 DVD/VCR COMBREPLACES TAG#2217	CCDC/JUV.
009636	R-19-024 PHONE HEADSET	ASSESSOR
009780	R-19-024 PHONE HEADSETCS50 COMPLETELY WIRELESS HEADSET SYS.	ASSESSOR
009781	R-19-024 PHONE HEADSETCS50 COMPLETE WIRELESS HEADSET SYS.W/HANDSET LIFTER	ASSESSOR
009860	R-19-024RADIOMOTOROLA EX500 PORTABLE 16 CHANNEL	SHERIFF
009861	R-19-024 RADIOMOTOROLA EX500 PORTABLE 16 CHANNEL	SHERIFF
009862	R-19-024 RADIOMOTOROLA EX500 PORTABLE 16 CHANNEL	SHERIFF
009863	R-19-024 RADIOMOTOROLA EX500 PORTABLE 16 CHANNEL	SHERIFF
009864	R-19-024 RADIOKENWOOD 100 WATT MOBILEON GLASS DISQUISE ANTENNA'	SHERIFF
010250	R-19-024 VEHICLE2008 FORD F250 4X4 UNIT 208VIN# 1FDNF215X8EC83706G 72883	FLOOD
010445	R-19-024 RADIOTK790HBK 9BHSH1 MOBILE RADIO	SHERIFF
010643	R-19-024 CHAIRGUEST BLK CHAIR	CCDC/JUV.
010644	R-19-024 CHAIRGUEST BLK CHAIR	CCDC/JUV.
010645	R-19-024 CHAIRGUEST BLK CHAIR	CCDC/JUV.
010693	R-19-024 RADIOHT 1250 MOTOROLA PORTABLE RADIOpurchased w/homeland security funds	SHERIFF
010694	R-19-024 RADIOMOTOROLA HT1250 PORTABLE RADIOpurchased with homeland security funds	SHERIFF
010695	R-19-024 RADIOMOTOROLA HT 1250 PORTABLE RADIOpurchased w/homeland security funds	SHERIFF
010696	R-19-024 RADIOHT1250 MORTOLA PORTABLE RADIOpurchase w/homeland security funds	SHERIFF
010697	R-19-024 RADIOMOTOROLA HT1250 PORTABLE RADIOpurchased w/homeland security funds	SHERIFF
010698	R-19-024 RADIOMOTOROLA HT1250 PORTABLE RADIOpurchased w/homeland security funds	SHERIFF
010700	R-19-024 RADIOMOTOROLA HT1250 PORTABLE RADIOpurchased w/homeland securtly funds	SHERIFF
010833	R-19-024 SHREDDERSHEET SHREDDER	CCDC/ADULT
010876	R-19-024 PRINTER - Accounts PayableHP LASER JET P4014N	FINANCE
010960	R-19-024 VEHICLE2009 WHITE CHEVY SILVERADOVIN# 1GBHK44KX9F137106G 76095Unit 213	FLOOD
011027	R-19-024 PRINTER - Payroll's Officehp OJ LASER JET P 4014	FINANCE
011078	R-19-024 Computer & Monitor	ASSESSOR
011918	R-19-024 Radio Kenwood TK790 MobileSheriff's Unit 910	SHERIFF
011936	R-19-024 Headset	ASSESSOR
011979	R-19-024 Radio Portable Kenwood TK2302 VKSheriff's Lt. Snyder	SHERIFF
012081	R-19-024 Ergonomic chair	CCDC/ADULT
012150	R-19-024 Backup hard drive	ASSESSOR
012459	R-19-024 22" Monitor	CCDC/ADULT
012470	R-19-024 Sit Stand Workstation	CCFM
012615	R-19-024 Kenwood Radio	SHERIFF
012616	R-19-024 Kenwood Radio	SHERIFF
012618	R-19-024 Kenwood Radio	SHERIFF
012619	R-19-024 Kenwood Radio	SHERIFF
012620	R-19-024 Kenwood Radio	SHERIFF
012621	R-19-024 Kenwood RadioUnit 947	SHERIFF
012649	R-19-024 Desk Chair	ASSESSOR
012698	R-19-024 Computer Brian	P&Z
012704	R-19-024 Stool	CCDC/JUV.
012735	R-19-024 Floor Fan	CCDC/JUV.
012736	R-19-024 Workout Station	CCDC/JUV.
012737	R-19-024 Workout Station	CCDC/JUV.
012738	R-19-024 Workout Station	CCDC/JUV.
012739	R-19-024 Musical Instrument	CCDC/JUV.
012782	R-19-024 Radio for Unit #947	SHERIFF
012803	R-19-024 Office Chair	SHERIFF
012806	R-19-024 USB Switch - Clerk's	CLERK
012899	R-19-024 Computer Julia	P&Z
013069	R-19-024 OMX 15 - Shredder	ASSESSOR
013077	R-19-024 Dryer	CCDC/JUV.
013196	R-19-024 COMPUTER - Payroll	FINANCE
013221	R-19-024 DVD PLAYER	CCDC/ADULT
013238	R-19-024 APC Surge & Battery Back-up Station	ASSESSOR
013239	R-19-024 Computer	ASSESSOR
013470	R-19-024 Dryer	CCDC/JUV.
013600	R-19-024 TWO WAY RADIOS	CCDC/JUV.
N/A	Medium Mixer	CCADC

	N/A	Scanner	CCJDC
	N/A	Advance Tech Conditional Charger S/N28059	SHERIFF
	N/A	Metal File Holding Tray	SHERIFF
	N/A	Misc Box of Rugged Protection Driod Turbo 2 by Motorola Cases	SHERIFF
	N/A	Kenwood Radio TK-7360 HV-R	SHERIFF
	N/A	Kenwood Radio TK-2302V S/N B1301338	SHERIFF
	N/A	Misc Box of Magneto Optical Disks	SHERIFF
	N/A	Motorola S/N 749T908123	SHERIFF
	N/A	Motorola S/N 7749TRC3954	SHERIFF
	N/A	Motorola S/N 749TRC3950	SHERIFF
	N/A	Motorola S/N 672HCE5184	SHERIFF
	N/A	Motorola S/N749TRC3975	SHERIFF
	N/A	Motorola S/N749TRC3953	SHERIFF
	N/A	Kenwood TK 7904 S/N60100329	SHERIFF
	N/A	Kenwood TK 7904 S/N60100276	SHERIFF
	N/A	Kenwood TK 7904 S/N B1300056	SHERIFF
	N/A	Motorola HT750 S/N672HCE5159	SHERIFF
	N/A	Vertex S/N0G072020	SHERIFF
	N/A	Motorola HT1250 S/N 749TZW3465q	SHERIFF
	N/A	Motorola HT1250 S/N 749TPA3897	SHERIFF
	N/A	Kenwood TK2302V S/N B1301337	SHERIFF
	N/A	Motorola HT1250 S/N749TRC3991	SHERIFF
	N/A	Motorola HT 1250 S/N7H9TCW3462	SHERIFF
	N/A	Motorola HT750 S/N749TRC3976	SHERIFF
	N/A	Motorola HT1250	SHERIFF
	N/A	Motorola HT750 S/N672TAC0385	SHERIFF
	N/A	Motorola HT1250 S/N749TRC3940	SHERIFF
	N/A	Motorola HT1250 S/N749TPC3579	SHERIFF
	N/A	Motorola HT750 S/N672TACD458	SHERIFF
	N/A	Keyboard and mouse	SHERIFF
	N/A	Kenwood TK 7904 S/N60100375	SHERIFF
	N/A	Motorola HT750 S/N672H6E5180	SHERIFF
	N/A	Kenwood TK790H S/N60100298	SHERIFF
	N/A	Kenwood TK790H S/N60100357	SHERIFF
	N/A	Hot water containers	CCADC
	N/A	Kenwood TK790H S/N41200375	SHERIFF
	N/A	Kenwood TK790H S/N60100354	SHERIFF
	N/A	Kenwood TK790H S/N60100228	SHERIFF
	N/A	Kenwood TK790H S/N60100378	SHERIFF
	N/A	Kenwood TK790H S/N50400297	SHERIFF
	N/A	Kenwood TK790H S/N01100346	SHERIFF
	N/A	Kenwood TK790H S/N50800114	SHERIFF
	N/A	Kenwood TK790H S/N00100369	SHERIFF
	N/A	Kenwood TK790H S/N01100154	SHERIFF
	N/A	Kenwood TK790H S/N60100235	SHERIFF
	N/A	Kenwood TK790H S/N60100274	SHERIFF
	N/A	Kenwood TK790H S/N50800120	SHERIFF
	N/A	Kenwood TK790H S/N60100241	SHERIFF
	N/A	Kenwood TK790H S/N60100371	SHERIFF
	N/A	APC Power Supply S/N QB0247342599	SHERIFF
	N/A	Top Mount Antenna	Safety
	N/A	Samsung Disc Player	CCADC
	N/A	HP Laser Jet Printer S/N CNBCH4BOOP	CCADC
	N/A	Executive Chair	CCADC
	N/A	Old Gateway Monitor	ASSESSOR
	N/A	Old Acer Monitor	ASSESSOR
	N/A	Broken Chair	SHERIFF
	N/A	Blue Chair	SHERIFF
	N/A	Commission for the death and hard of hearing machine	SHERIFF
	N/A	Monitor	FINANCE
	N/A	Monitor	FINANCE
	N/A	Office Chair	CLERK

	N/A		Office Chair	CLERK
	N/A		Office Chair	CLERK
		11810	TV-partical disposal	CCADC
	N/A		Chairs	CCFM
	N/A		Chairs	CCFM
	N/A		Brown office chair	SHERIFF
	N/A		2- Pelco Endura Towers	CCJDC
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500675	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500691	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500679	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500675	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500692	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500687	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500677	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500676	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500681	SHERIFF
To donate to City of Roswell-Dispatch	N/A		Kenwood Hand-Held Radio- S/N B5500680	SHERIFF
	N/A		File Cabinet	
	N/A		Space Finder	
	N/A		Center Drawer	
	N/A		Desk Unit	
	N/A		File Cabinet Mobile	
	N/A		File Cabinet Mobile	
	N/A		Desk Unit	
	N/A		File Cabinet Mobile	
	N/A		File Cabinet Mobile	
	N/A		Corner Unit	
	N/A		Desk Left Return	
	N/A		Desk Left Return	
	N/A		Corner Unit	
	N/A		Desk Left Return	
	N/A		Desk Right Return	
	N/A		Desk	
	N/A		Desk	
	N/A		Desk	
	N/A		Desk	
	N/A		Corner Unit	
	N/A		Desk Left Return	
	N/A		Desk Right Return	
	N/A		Corner Unit	
	N/A		Desk	
	N/A		Desk Left Return	
	N/A		Desk Right Return	
	N/A		Desk	
	N/A		Desk	
	N/A		File Cabinet Mobile	
	N/A		File Cabinet Mobile	
	N/A		File Cabinet Mobile	
	N/A		File Cabinet Mobile	
	N/A		File Cabinet Mobile	
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	N/A	File Cabinet Mobile
	N/A	File Cabinet Mobile
	N/A	Corner Unit
	N/A	Desk Shell
	N/A	Desk Shell
	N/A	Desk
	N/A	File Pedestal
	N/A	File Cabinet
	N/A	File Cabinet
	N/A	File Cabinet
	N/A	Desk Center Unit
	N/A	Desk Center
	N/A	Desk Corner
	N/A	Desk Center
	N/A	Desk Corner
	N/A	Desk Corner
	N/A	Desk Corner
	N/A	Desk Left Return
	N/A	Desk Right Return
	N/A	Desk Shell
	N/A	File Cabinet Mobile
	N/A	Desk Left Return
	N/A	Desk Corner
	N/A	File Pedestal
	N/A	Desk Center
	N/A	Desk Center
	N/A	Desk Center
	N/A	Desk Center
	N/A	Desk Left Return
	N/A	Desk Corner
	N/A	Desk Left Return
	N/A	Desk Right Return
	N/A	Desk Shell
	N/A	File Cabinet Pedestal
	N/A	File Cabinet Pedestal
	N/A	Desk Unit
	N/A	Desk Right Return
	N/A	File Pedestal
	N/A	File Pedestal
	N/A	File Cabinet

AGENDA ITEM: 21

Resolution R-19-025 to Enhance New Mexico's Economic Development Competitiveness and Availability of Good Careers and Good Paying Jobs for New Mexico Citizens

MEETING DATE: June 27, 2019

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Resolution supports economic development in New Mexico and sets forth ways in which the State can improve the economic climate in our state.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution # R-19-025

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

RESOLUTION R-19-025
Resolution to Enhance New Mexico's Economic Development Competitiveness and Availability of Good Careers and Good Paying Jobs for New Mexico Citizens

WHEREAS, New Mexico has the 3rd highest unemployment rate in the United States, and

WHEREAS, New Mexico has the highest poverty rate in the United States, and

WHEREAS, New Mexico is an Island of Poverty and High Unemployment surrounded by states that are flourishing economically, and

WHEREAS, average wages in New Mexico are $3,000 to $20,000 below neighboring states due to a lack of professional employment opportunities, and

WHEREAS, New Mexico's business incentives are not competitive with neighboring states, and

WHEREAS, New Mexico desperately needs an economic development strategy similar to the neighboring states economic development strategies which are led by the private sector, and

WHEREAS, New Mexico suffers from brain drain; we educate our youth, but they have to leave the State of New Mexico to find good careers and good paying jobs, and

WHEREAS, New Mexico spends the most per K -12 student compared to neighboring states yet has the third lowest quality outcome in the United States, and

WHEREAS, crime and corruption, real and perceived, damage the state's quality of life climate, and

WHEREAS, the upward trend in taxes will negatively impact the business receptivity to the state, and

WHEREAS, the Gross Receipts Tax is confusing to out of state prospects and as one site selector stated, "it appears to be a legal pyramid scheme," and

WHEREAS, New Mexico's recent PRC decision to charge Facebook for a transmission line, contrary to the state's agreement to attract Facebook, will have a chilling effect and create uncertainty from prospects, and

WHEREAS, another multinational corporation located in New Mexico has advised that it is not competitive with other states, and

WHEREAS the State of New Mexico appears to have no urgency to solve critical economic and quality of life issues for its citizens.

NOW THEREFORE, the Chaves County Commission demands that the State Legislature and the Governor Pass legislation:

- To fund a study developed by private economic development experts to determine why New Mexico cannot compete with neighboring states
- To fund EDOs throughout the state to better promote New Mexico counties.
- Make New Mexico Economically Competitive to attract new environmentally friendly businesses
- Make New Mexico competitive to encourage the growth and expansion of New Mexican businesses
- Make New Mexico less dependent on the Federal Government and the Oil and Gas Industry for its economic stability
- That supports good paying jobs with median hourly rates and wages and professional employment opportunities commensurate with neighboring states.
- That provide careers, so our youth have opportunities here in New Mexico and don't have to relocate to other states to find good career opportunities.
- That provide New Mexico citizens a more robust economy that will enhance individual, family and community futures.

DONE this 27th day of June, 2019.

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: 22

Resolution R-19-026 Opposing the Relocation of Asylum-Seekers to Chaves County and Request for Border Check Points to be Reopened and Remain a Priority

MEETING DATE: June 27, 2019

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Resolution sets for the County's opposition to the relocation of asylum-seekers in Chaves County. Chaves County is currently expending its resources fighting drugs, gangs and human trafficking that the border crisis has caused to increase in our county.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution # R-19-026

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

Resolution No. 19-026

Opposing the Relocation of Asylum-Seekers to Chaves County and Request for Border Check Points to be Reopened and Remain a Priority

WHEREAS, NMSA 1978, §4-37-1 (1975) grants Counties the powers necessary "to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of the County and for its inhabitants"; and,

WHEREAS, NMSA 1978, §4-38-18 (1876) provides that the Board of County Commissioners has the power to represent the County and to manage the interest of the County; and,

WHEREAS, there is an immigration crisis on the border of the United States of America with the United Mexican States; and

WHEREAS, The President of the United States on February 15, 2019, issued Proclamation 9844, "Declaring the National Emergency Concerning the Southern Border of the United States," which was published in the *Federal Register* on February 20th, 2019; and

WHEREAS, The President of the United States in Proclamation 9844 stated "The current situation at the southern border presents a border security and humanitarian crises that threatens core national security interests and constitutes a national emergency. The southern border is a major entry point for criminals, gang members, and illicit narcotics"; and

WHEREAS, because of the immigration crisis, the United States Border Patrol has closed its border checkpoints in New Mexico and Texas, so that the officers who man those checkpoints could be reassigned to the Mexican border; and

WHEREAS, the closing of those border checkpoints has opened New Mexico's Counties including Chaves County to increased numbers of drug traffickers, human traffickers, illegal immigrants and criminals; and

WHEREAS, the immigration crisis and the problems it has caused threatens the safety and welfare of the citizens of Chaves County; and

WHEREAS, over the course of the last six months the Chaves County Sheriff's Office has rescued several groups of foreign nationals being smuggled into the United States living in extremely dangerous conditions; and

WHEREAS, the Federal Government has been transporting and moving large numbers of undocumented immigrants into counties and communities without regard for the availability of adequate food, water, medical supplies or shelter, and leaving such counties and communities without funding or assistance to deal with the influx of immigrants; and

WHEREAS, Chaves County's resources are being used to fight the increase of drugs, gangs and human trafficking in our county. As a result, the County does not have the resources necessary to handle the placement of asylum seekers in our county; and

WHEREAS, steps should be taken by the Federal Government to hire sufficient Border Patrol agents to man the border checkpoints within New Mexico so as to prevent the flow of drugs and other illegal activities within the State of New Mexico and its Counties;

NOW THEREFORE, BE IT RESOLVED, BY THE GOVERNING BODY OF THE CHAVES COUNTY, NEW MEXICO:

1. The Board of County Commissioners of Chaves County calls upon the United States Border Patrol to reopen the border checkpoints located in New Mexico and West Texas.

2. That public safety and constituent services are paramount therefore the Board of County Commissioners of Chaves County will not allocate or use any County resources or Property for relocation and placement of asylum-seekers in Chaves County.

DONE this 27th day of June, 2019.

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: 23

Resolution R-19-027-Accepting 2019/2020 NMDOT LGRF County Arterial Program

MEETING DATE: June 27, 2019

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 51.29 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	$242,696.00
Chaves County	$80,898.66
Total Project	$323,594.66

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-19-027

SUPPORT DOCUMENTS: Resolution R-19-027

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-19-027

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

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

WHEREAS, the total cost of the project will be $323,594.66 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $292,696.00; and

b. Chaves County's proportional matching share shall be 25% or $80,898.66

TOTAL PROJECT COST IS $323,594.66

Chaves County shall pay all costs, which exceed the total amount of $292,696.00

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, 2020 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 L200459 with the New Mexico Department of Transportation for LGRF Project for the year 2019 - 2020 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:

E. Chickasaw Road from U.S. 285 to Cherokee Road, Chinook Road from Lake Arthur town limits to Pearson Road, Hagerman Cut Off from N.M 249 south to Eddy County Line, Jackson Road from U.S. 285 to N.M. 2, Lincoln Road from Dexter town limits south to Choctaw Road, Ottawa Road from U.S. 285 to Lincoln Road, Ponderosa Road from U.S. 380 north to U.S. 70, Vineyard Road from N.M. 2 south to Morgan Road.

A total of 51.29 miles.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JUNE, 2019.

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: 24

Resolution R-19-028-Adopting 2019/2020 NMDOT LGRF Cooperative Program

MEETING DATE: June 27, 2019

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 12.75 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	$153,897.00
Chaves County	$ 51,299.99
Total Project	$205,196.99

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-19-028

SUPPORT DOCUMENTS: Resolution R-19-028

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-19-028

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 $205,196.99 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $153,897.00; and

b. Chaves County's proportional matching share shall be 25% or $51,299.99

TOTAL PROJECT COST IS $205,196.99

Chaves County shall pay all costs, which exceed the total amount of $153,897.00

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, 2020 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 L200458 with the New Mexico Department of Transportation for LGRF Project for the year 2019 - 2020 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:

Abnaki Road from Catawba Road to Alsea Road, Alsea Road north from Darby Road, Bannock Road from Mono Road to Papago Road, East Berrendo Road from La Jara Road to McPherson Road, Bitter Lakes Road from Old Clovis to Wrangler Road, Catawba Road north from Darby Road, East Morgan Road from Lincoln Road to N.M. 2, Horizon Road east from Wrangler Road, Horizon Road east from Wrangler Road, McPherson Road from East Berrendo to Red Bridge Road, Mono Road from Hagerman town limits to Navajo Road, Ottawa Road from Shoshoni Road to N.M. 2, Oxford Road from Navajo Road to Paiute Road, Rufe Dunnahoo north from Darby Road, Shoshoni Road from Ottawa Road to Choctaw Road, Tierra Grande Blvd from Mistico Road to Mistico Road, Wrangler Road from Zinnia Road to Horizon Road,

Zinnia Road from Red Bridge Road to Wrangler Road.

A total of 12.75 miles.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JUNE, 2019.

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: 25

Resolution R-19-029-Accepting 2019/2020 NMDOT LGRF School Bus Program

MEETING DATE: June 27, 2019

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 11.37 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	$98,000.00
Chaves County	$ 32,666.66
Total Project	$130,666.66

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-19-029

SUPPORT DOCUMENTS: Resolution R-19-029

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-19-029

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 $130,666.66 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $98,000.00; and

b. Chaves County's proportional matching share shall be 25% or $32,666.66

TOTAL PROJECT COST IS $130,666.66

Chaves County shall pay all costs, which exceed the total amount of $98,000.00

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, 2020 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 L200460 with the New Mexico Department of Transportation for LGRF Project for the year 2019 - 2020 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:

West Alameda Street from Margaret Wooldridge Road to Avenue A, Antelope Run from Pine Lodge Road north to the end, Avenue A from Cass Street to Alameda Street, Avenue B from Second Street to Cass Street, Avenue C from Cass Street to Hendricks Street, Avenue D from Second Street to Hendricks Street, Avenue E from Second Street to Hendricks Street, Beard Road from Lupton Road to Darby Road, Burkett Street from South Main to Green Road, Carrol Avenue from Hendricks to the end, Cass Street from Margaret Wooldridge to Brown Road, Chamber Road from Beard Road to Templeton Road, Charleston Road from South Main Street to U.S. 285, Cree Road from Tumbleweed Road to Phoenix Road, Crossroads Street from Y-O Road to N.M. 256, Elizabeth Drive from Hendricks to the end, Green Road from

Mountain View Road to Burkett Street, Harris Road from Darby Road to N.M. 2, Hendricks Street from Margaret Wooldridge Road to the end, Houma Road from Darby Road to Crossroads Street, Lynnwood Drive from Hendricks Street to the end, Mark Road from Darby Road to Day Road, Meadowlark Lane from Charleston Road north to the end, Mockingbird Lane from Charleston Road to the end, Smith Avenue from Mountain View Road to Charleston Road, Sunset Road from Sunset Avenue to West Hobson Road, Tumbleweed Road from Cree Road to N.M. 256.

A total of 11.37 miles.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JUNE, 2019.

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: 26 — Appointment for DWI Planning Council Voting Members

MEETING DATE: 06/27/2019

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested: Appointment for DWI Planning Council Voting Members

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Item Summary:

According to the Chaves County DWI Program Charter, DWI Planning Council "Voting Members must be appointed by the Board of Commission in June every odd year." The attached list has the current voting members listed, as well as three new recommendations of potential new voting members.

Staff would like the Chaves County Commissioners to appoint DWI Planning Council Voting Members; Term of voting members will be for two years.

SUPPORT DOCUMENTS: List of DWI Voting members

Summary by: Lucia Serrano

Title: DWI Coordinator

Name	Organization
Alice Eppers	At Large
Captain Lance Bateman	NMSP
Clay Corn	CCDC
Cliff Waide	At Large
Harold Hobson	At Large
Emily Fry	DA's Ofice
James Edwards	RISD
Joe A. Smith	RPD
Judge Rogers	Magistrate
Margaret Kennard	At Large
Rita Kane-Doerhoefer	At Large
Russ Greene	L&F Distributors
Mike Herrington	CCSO
Joann Palomino*	DOH
Carolyn Hollifield*	At Large
Bonnie Montgomery*	At Large

*See resume

JOANN PALOMINO
#9 EAST CHALLENGER
ROSWELL NEW MEXICO 88203
Joann.palomino@state.nm.us
575-347-2409 ext. 6243
New Mexico Department of Health- Health Educator-Advanced

Education:

2009

Associate of Arts: Child Development Eastern New Mexico University - Roswell — Roswell, NM

2013

Bachelor of Science in University Studies with an emphasis in Early Childhood Education and in Social Work. Eastern New Mexico University — Portales, NM

1986 High School Diploma Roswell High School

EXPERIENCE:

12/2014 to Current

Health Educator-Advanced New Mexico Department of Health — Roswell, NM

My job assignments with Health Promotion is networking with our community of Chaves County, to form partnerships to solve public health issues. To help empower, educate, and connect the community resources to the public. I also work with the community to help create policy change that will affect public health in the community. I also encourage community health councils/coalitions to utilize collaborative methods to promote health issuers in the community. I also provide guidance and support to the community groups and members on multiple strategies to address health issues over multiple sectors (schools, law enforcement, agencies and community groups). I also conduct health education activities and sponsor educational programs to develop knowledge, skills, and behaviors needed to improve individual and community health. I identify and meet with

representatives from Healthy Kids, School Based Health Center, Chaves County Health Councils, DWI, CSB, Continuity of Care. I also participate with stakeholders in help legislative bill analysis and additional task assigned. I monitor health related policies. I also advocate for prevention and protection policies with local leaders and elected officials that reflect community needs and priorities. I also contribute to the achievement of New Mexico Department of Health strategic goals and planning. I also actively participate in the local health office meetings and regularly scheduled Health Promotion meetings by providing leadership, facilitation, scribe, and keeping time on a rotating basis as requested. I participate and ensure weekly reports and submit weekly activity report and articles for the Southeast New Mexico newsletter. I also partner with the Regional Epidemiologist to determine methods of implementing and assisting/evaluating of quality and effectiveness of health promotion activities.

04/2013 to Current

Developmental Specialist II and Master Trainer MECA Therapies, LLC – Roswell, NM

I work with 0-3 years old with Meca Therapies, LLC. I am currently working with a small case load of three children. Meca Therapies Developmental Specialist: making sure the children that I see are meeting their developmental milestones. With language, gross motor, fine motor, social and emotional skills. I also am a Master Trainer and I give education to all local daycares and educators training hours under all seven competency areas. Child Growth and Development and learning, Health, Safety, and Nutrition, Professionalism, Family and Community Collaboration, Assessment of Children and Evaluation of Programs, Learning Environment and Developmentally Appropriate Content.

SKILLS:

I am a Trainer for Manage Your Chronic Disease (My CD) and a Trainer for Diabetes Self-Management along with a Trainer for Cancer: Thriving and Surviving Program along with QPR Suicide Prevention Gatekeeper. I am a certified NDPP Lifestyle Coach

with Solera Health Inc. for Centers for Disease Control and Prevention National Diabetes Prevention Program. I also help facilitate and support a Diabetes Support Group.

SUMMARY:

I was born in Albuquerque NM one of thirteen children. I believe that God comes first in my life, a belief that I inherited from her parents, Jerry and Mary Martinez. I am married to Freddy Palomino have been side by side for 33 years. We have four children and six grandchildren. I'm the happiest when I'm called "Grandma" by my grandkids.

Alice Eppers

June 3, 2019

To All Chaves County Commissioner's

Enclosed please find the biography of Carolyn (Carrie) Hollifield. It is my pleasure to highly recommend her to be on the Board of the DWI Council. I have known and worked with Carrie for many years.

Carrie is not one to jump into something until all the facts are on the table then she thinks about it and then makes a decision. I highly recommend Carrie Hollifield to the board of the DWI Committee.

Thank you for your consideration.

Sincerely,

Alice Eppers

Alice Eppers

310 North Kansas Street | Roswell, New Mexico 88201 | (575) 622-3213

Carolyn (Carrie) Hollifield

bbr.slf@gmail.com (575) 626 - 1777

Professional Summary

Experience

Owner/Manager Brown Brothers Ranch Roswell, New Mexico 1990 to present

Responsible for planting, watering and cutting crops. Crop rotation, water management and herd management of 800 head of beef cattle. Accounting/Bookkeeping.

Pharmaceutical Representative 3M St. Paul, Minnesota 1987 - 1990

Ethical Pharmaceutical Sales Representative for Physicians, Nurses, Hospitals and Pharmacies.

Pharmaceutical Representative UAD Laboratories Jackson, Mississippi 1983 - 1987

Ethical Pharmaceutical Sales Representative for Physicians, Nurses, Hospitals and Pharmacies.

Projects

CCRW - Cowboy Prom

Raised over $20,000.00 for Chaves County Republican Women with a live auction, silent auction and dance/dinner.

Arts and Crafts Director - Eastern New Mexico State Fair

Facilitate arts and crafts entries, judging and displaying of all entries.

Fundraiser for "Goddard Days - A Science Discovery Festival"

Raised over $20,000.00 for the science festival serving over 800 children in grades 4-6 in the Roswell, Dexter, Hagerman and Lake Arthur School Districts for five years.

Education

Bachelor Business Administration University of Central Arkansas Conway, Arkansas 1983

Board Seats and Commissions

Commissioner New Mexico Interstate Stream Commission
Supervisor Chaves County Soil and Water Conservation District
Board of Directors Chaves County CASA Program
Past President - Pecos Pesos Investment Club

Interested person for the DWI Board

Bonnie Montgomery

Resident of Roswell 15 years

Executive Director for the Historical Foundation for 10 years; board secretary for past 2 years

Volunteer for Roswell Commission on Aging

Served as Executive Director For RSVP

Volunteered with Animal Alliance for 3 years

Volunteers as committee member for Keep Chaves County Beautiful

Board member for 4 years New Mexico Youth ChalleNGe Foundation

Board member 4 years at Roswell Literacy Council

Organized events for Chaves County Bar Association for 2 years

Willing to volunteer and serve for events for the City of Roswell and Chaves County functions

Helps seniors with daily life chores and assistance

AGENDA ITEM: 27

MEETING DATE: June 27th, 2019

Remove Harold Hobson from the Roswell-Chaves County Extraterritorial Zoning Commission and Appoint him to the Planning and Zoning Commission.

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning

ACTION REQUESTED: Remove Harold Hobson from the Roswell-Chaves County Extraterritorial Zoning Commission and appoint him to the Planning and Zoning Commission to replace Jerry Wagner.

ITEM SUMMARY: Jerry Wagner resigned from the Planning and Zoning Commission on June 2nd.

State Statute states that the County will appoint three people to the ETZ Commission along with three from the City. It also requires that three of the six appointed members live in the ETZ area. Harold Hobson and Leroy Lang (who recently passed away) live outside the ETZ. Staff believes that Harold Hobson would continue to service Chaves County well on the Planning and Zoning Commission. Staff spoke to Mr. Hobson about the move and he agreed to move over to the Planning and Zoning Commission, if appointed.

Staff Recommends the appointment of Harold Hobson to the Planning and Zoning Commission.

SUPPORT DOCUMENTS: NA

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

AGENDA ITEM: 28 Appoint Members to the Roswell-Chaves County

MEETING DATE: June 27th, 2019 Extraterritorial Zoning Commission

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning

ACTION REQUESTED: Appoint two members to serve on the Roswell-Chaves County Extraterritorial Zoning Commission

ITEM SUMMARY: LeRoy Lang passed away on June 7th, 2019 and Harold Hobson has been re-appointed to the Planning and Zoning Commission.

State Statute requires three of the six appointed members of the ETZ Commission live in the ETZ area. Of the remaining four appointed members, only Royce Maples lives in the ETZ area.

Staff suggests that the Board of County Commissioners consider diversifying the membership list. Commissioners serve a one-year term on the ETZ Commission.

SUPPORT DOCUMENTS: NA

SUMMARY BY: Louis Jaramillo

TITLE: Planning and Zoning Director

Approval of Checks Approval of Checks

Commission Meeting 27-Jun-19

STAFF SUMMARY REPORT

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

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	03-May-19		$674,819.14
	13-May-19		$329,438.73
	17-May-19		$241,627.37
	24-May-19		$490,853.07
	28-May-19		$20,974.19
	31-May-19		$101,129.01
PAYROLL:	05-May-19	REGULAR	$224,233.34
		FINALS	$6,878.62
	13-May-19	REGULAR	$240,430.09
		FINALS	$2,351.40

Grand Total Checks to be Approved: $2,332,734.96

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

Joseph R. Skeen Building

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

Finance Director
Joe Sedillo

Final Payment Register

Date: 5-3-19	Date: 5-24-19	Date:
Packet# 00975	Packet# 00991	Packet#
Date: 5-3-19	Date: 5-28-19	Date:
Packet# 00977	Packet# 00992	Packet#
Date: 5-13-19	Date: 5-31-19	Date:
Packet# 00983	Packet# 00995	Packet#
Date: 5-17-19	Date:	Date:
Packet# 00986	Packet#	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

Chaves County, NM

Expense Approval Register

Packet: APPKT00977 - CHECK RUN/05/03/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	10 RR-1	05/03/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,666.66
				Vendor THE ROSWELL REFUGE Total:	**2,666.66**
				Grand Total:	**2,666.66**

Approved For Payment

Fund Summary

Fund	Expense Amount
432 - DWI GRANT FUNDS	2,666.66
Grand Total:	**2,666.66**

Account Summary

Account Number	Account Name	Expense Amount
432-7-761-267-000	CONTRACTUAL SERVICES	2,666.66
	Grand Total:	**2,666.66**

Project Account Summary

Project Account Key	Expense Amount
None	2,666.66
Grand Total:	**2,666.66**

Expense Approval Register

Chaves County, NM

Packet: APPKT00975 - CHECK RUN/05/03/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ACCURATE TESTING LLC					
ACCURATE TESTING LLC	981	05/01/2019	PROFESSIONAL SERVICES	401-6-613-246-000	194.10
				Vendor ACCURATE TESTING LLC Total:	**194.10**
Vendor: AG EQUIPMENT					
AG EQUIPMENT	109250	05/01/2019	ACCT#030801	402-6-653-221-000	168.74
				Vendor AG EQUIPMENT Total:	**168.74**
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	896	05/01/2019	COORDINATION SUPPORT SE	401-6-619-260-000	1,500.00
				Vendor AMERICAN STEWARDS OF LIBERTY Total:	**1,500.00**
Vendor: ASPEN OF NEW MEXICO INC					
ASPEN OF NEW MEXICO INC	10 ASPEN-1	05/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	1,500.00
				Vendor ASPEN OF NEW MEXICO INC Total:	**1,500.00**
Vendor: BELL GAS INC.					
BELL GAS INC.	18318	05/01/2019	ACCT. #10693	402-6-653-223-000	18,734.83
				Vendor BELL GAS INC. Total:	**18,734.83**
Vendor: BENCHMARK BUSINESS SOLUTIONS					
BENCHMARK BUSINESS SOL	24653339	05/01/2019	ACCT.#014-1392174-000	401-6-631-251-000	155.48
				Vendor BENCHMARK BUSINESS SOLUTIONS Total:	**155.48**
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC019630	05/01/2019	ACCT.#J1720000	402-6-651-341-000	56.58
				Vendor BERRENDO CO-OP WATER USERS Total:	**56.58**
Vendor: BRAD FRANCIS CAR CO LOS LUNAS LLC					
BRAD FRANCIS CAR CO LOS L	FC19203-202	05/01/2019	VIN #1GB1KREG0KF176642	452-8-832-372-000	72,888.00
				Vendor BRAD FRANCIS CAR CO LOS LUNAS LLC Total:	**72,888.00**
Vendor: CITY OF DEXTER					
CITY OF DEXTER	CC019629	05/01/2019	ACCT.#1085	401-6-693-341-000	75.93
				Vendor CITY OF DEXTER Total:	**75.93**
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	3-1	05/01/2019	HOBSON ROAD IMPROVEME	631-8-884-247-000	86,953.41
CONSTRUCTORS INC	3	05/01/2019	HOBSON ROAD IMPROVEME	631-8-884-247-000	290,089.95
				Vendor CONSTRUCTORS INC Total:	**377,043.36**
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-087900	05/03/2019	ACCT.#CHAVESCOUNTY	402-6-653-104-000	566.77
				Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	**566.77**
Vendor: DEERE CREDIT INC					
DEERE CREDIT INC	2149683	05/01/2019	ACCT.#030-0069875-000	402-6-653-251-000	3,520.19
DEERE CREDIT INC	2149684	05/01/2019	ACCT.#030-0069878-000	402-6-653-251-000	3,520.19
DEERE CREDIT INC	2152591	05/01/2019	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2152592	05/01/2019	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2152593	05/01/2019	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2152594	05/01/2019	ACCT.#030-0065562-000	402-6-653-251-000	3,309.22
				Vendor DEERE CREDIT INC Total:	**20,277.26**
Vendor: DEMAREES PUMPING SERVICE					
DEMAREES PUMPING SERVI	9655	05/01/2019	RENTAL & SERVICE	402-6-653-251-000	183.32
				Vendor DEMAREES PUMPING SERVICE Total:	**183.32**
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	10 DT-1	05/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	3,250.00
				Vendor DIANE F. TAYLOR Total:	**3,250.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: DIANNE MEDA					
DIANNE MEDA	10 SCREEN	05/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	3,000.00
				Vendor DIANNE MEDA Total:	**3,000.00**
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	10 FM	05/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	291.66
				Vendor FRANK G. MAGOURILOS Total:	**291.66**
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	6872	05/01/2019	PERMIT #4979	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	6875	05/01/2019	PERMIT #4982	427-6-639-296-000	600.00
				Vendor HERITAGE MEMORIAL ALLIANCE Total:	**1,200.00**
Vendor: ITS/QUEST INC					
ITS/QUEST INC	203537	05/01/2019	ACCT.#2369	401-6-691-104-000	133.71
				Vendor ITS/QUEST INC Total:	**133.71**
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	52-4	05/01/2019	ACCT.#3347498	402-6-653-251-000	1,410.42
				Vendor KANSAS STATE BANK OF MANHATTAN Total:	**1,410.42**
Vendor: LAKE ARTHUR MUNICIPAL SCHOOLS					
LAKE ARTHUR MUNICIPAL SC	10 LA-TNT	05/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	1,000.00
				Vendor LAKE ARTHUR MUNICIPAL SCHOOLS Total:	**1,000.00**
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC019628	05/02/2019	PEST CONTROL SERVICE	452-8-832-267-000	26.92
				Vendor MIRANDA PEST CONTROL Total:	**26.92**
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC019631	05/01/2019	ACCT.#075706312-0781188-	412-8-815-341-000	45.00
NEW MEXICO GAS COMPAN	CC019632	05/01/2019	ACCT.#076281612-0786941-	401-6-693-341-000	21.24
				Vendor NEW MEXICO GAS COMPANY INC Total:	**66.24**
Vendor: ROBERTS TRUCK CENTER OF TX					
ROBERTS TRUCK CENTER OF	8021762	05/02/2019	ACCT# W01202	402-6-653-221-000	127.22
ROBERTS TRUCK CENTER OF	8022161	05/01/2019	ACCT#W01202	402-6-653-221-000	515.58
				Vendor ROBERTS TRUCK CENTER OF TX Total:	**642.80**
Vendor: ROSWELL W.F.L., INC					
ROSWELL W.F.L., INC	10 WINGS-1	05/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,500.00
				Vendor ROSWELL W.F.L., INC Total:	**2,500.00**
Vendor: SEAN DAVIS					
SEAN DAVIS	CC019627	05/01/2019	REIMB FOR CHECK BAGGAGE	631-8-872-225-000	60.00
				Vendor SEAN DAVIS Total:	**60.00**
Vendor: SERENITY COUNSELING					
SERENITY COUNSELING	10 SC-1	05/02/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	4,375.00
				Vendor SERENITY COUNSELING Total:	**4,375.00**
Vendor: SOUTHWEST CORRECTIONAL MEDICAL GROUP					
SOUTHWEST CORRECTIONAL	INV002872	05/01/2019	MEDICAL CARE OF INMATES	427-6-639-268-000	144,930.10
				Vendor SOUTHWEST CORRECTIONAL MEDICAL GROUP Total:	**144,930.10**
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	201982	05/01/2019	ACCT.# RF1017283	402-6-653-221-000	52.26
THE FORD HOUSE, LLC	202019	05/01/2019	ACCT# RF1017283	402-6-653-221-000	72.32
				Vendor THE FORD HOUSE, LLC Total:	**124.58**
Vendor: WAIDE SAND & GRAVEL					
WAIDE SAND & GRAVEL	107890	05/01/2019	CHIPPED ROCK	402-6-653-290-000	4,258.02
WAIDE SAND & GRAVEL	107917	05/01/2019	CHIPPED ROCK	402-6-653-290-000	2,586.94
WAIDE SAND & GRAVEL	107932	05/01/2019	CHIPPED ROCK	402-6-653-291-000	1,375.59
WAIDE SAND & GRAVEL	107942	05/01/2019	3/4 ROCK	402-6-653-291-000	4,259.50
WAIDE SAND & GRAVEL	107997	05/01/2019	CHIPPED ROCK	402-6-653-290-000	2,824.26
				Vendor WAIDE SAND & GRAVEL Total:	**15,304.31**
Vendor: XCEL ENERGY SERVICES INC					
XCEL ENERGY SERVICES INC	CC019634	05/01/2019	ACCT.#54-3943782-6	412-8-815-341-000	42.43

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
XCEL ENERGY SERVICES INC	CC019634	05/01/2019	ACCT.#54-3943785-9	412-8-815-341-000	56.75
XCEL ENERGY SERVICES INC	CC019636	05/01/2019	ACCT.#54-0012497197-2	452-8-832-341-000	17.20
XCEL ENERGY SERVICES INC	CC019636	05/01/2019	ACCT.#54-3943811-2	452-8-832-341-000	88.63
XCEL ENERGY SERVICES INC	CC019637	05/01/2019	ACCT.#54-3943772-4	401-6-691-243-000	36.52
XCEL ENERGY SERVICES INC	CC019638	05/01/2019	ACCT.#54-3943607-4	401-7-751-341-000	43.58
XCEL ENERGY SERVICES INC	CC019639	05/01/2019	ACCT.#54-0010784288-9	412-8-815-341-000	77.29
XCEL ENERGY SERVICES INC	CC019640	05/01/2019	ACCT.#54-3943703-1	401-6-691-243-000	18.94
XCEL ENERGY SERVICES INC	CC019641	05/01/2019	ACCT.#54-8936266-1	412-8-815-341-000	111.03
				Vendor XCEL ENERGY SERVICES INC Total:	**492.37**
				Grand Total:	**672,152.48**

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	2,179.50
402 - ROAD FUND	57,469.61
412 - SIERRA VOLUNTEER FIRE FND	332.50
427 - INDIGENT HOSPITAL CLAIMS	146,130.10
432 - DWI GRANT FUNDS	15,916.66
452 - FLOOD CONTROL	73,020.75
631 - OTHER GRANTS & CONTRACTS	377,103.36
Grand Total:	**672,152.48**

Account Summary

Account Number	Account Name	Expense Amount
401-6-613-246-000	DRUG & ALCOHOL PROG	194.10
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-631-251-000	RENTALS	155.48
401-6-691-104-000	TEMPORARY SALARIES	133.71
401-6-691-243-000	HIGHWAY LIGHTS	55.46
401-6-693-341-000	UTILITIES	97.17
401-7-751-341-000	UTILITIES	43.58
402-6-651-341-000	UTILITIES	56.58
402-6-653-104-000	TEMPORARY SALARIES	566.77
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	936.12
402-6-653-223-000	VEHICLE FUELS	18,734.83
402-6-653-251-000	RENTALS	21,871.00
402-6-653-290-000	PAVING PROJECTS-COOP	9,669.22
402-6-653-291-000	ROAD PROJECTS-OTHER	5,635.09
412-8-815-341-000	UTILITIES	332.50
427-6-639-268-000	CARE OF PRISONER SER	144,930.10
427-6-639-296-000	INDIGENT BURIAL	1,200.00
432-7-761-267-000	CONTRACTUAL SERVICES	15,916.66
452-8-832-267-000	CONTRACTUAL SERVICES	26.92
452-8-832-341-000	UTILITIES	105.83
452-8-832-372-000	VEHICLES	72,888.00
631-8-872-225-000	PER DIEM	60.00
631-8-884-247-000	CONSTRUCTION	377,043.36
	Grand Total:	**672,152.48**

Project Account Summary

Project Account Key	Expense Amount
None	672,152.48
Grand Total:	**672,152.48**

Approved For Payment

Expense Approval Register

Chaves County, NM

Packet: APPKT00983 - CHECK RUN/05/13/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ADE INCORPORATED					
ADE INCORPORATED	47818	05/01/2019	ACCT.#NMCHAS	432-7-761-230-000	472.00
ADE INCORPORATED	48301	05/07/2019	ACCT.#NMCHAS	432-7-761-230-000	300.00
				Vendor ADE INCORPORATED Total:	**772.00**
Vendor: BAMBI NALLEY					
BAMBI NALLEY	INV0003156	04/30/2019	SEELY DM-2013-443	401-2-200-018-000	115.38
				Vendor BAMBI NALLEY Total:	**115.38**
Vendor: BELL GAS INC.					
BELL GAS INC.	18492	05/06/2019	ACCT.#10693	402-6-653-223-000	18,186.11
				Vendor BELL GAS INC. Total:	**18,186.11**
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0003172	05/09/2019	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
				Vendor CARRIE HARDY Total:	**250.00**
Vendor: CHAVES COUNTY C.A.S.A.					
CHAVES COUNTY C.A.S.A.	10 ALT ED	05/09/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	4,200.00
CHAVES COUNTY C.A.S.A.	10 CASA-DV	05/06/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,333.33
CHAVES COUNTY C.A.S.A.	10 GS-1	05/09/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	1,650.00
CHAVES COUNTY C.A.S.A.	10 YA-1	05/09/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	3,940.00
				Vendor CHAVES COUNTY C.A.S.A. Total:	**12,123.33**
Vendor: CHAVES COUNTY YOUTH AWARENESS					
CHAVES COUNTY YOUTH AW	1 E15M-1	05/03/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	6,000.00
				Vendor CHAVES COUNTY YOUTH AWARENESS Total:	**6,000.00**
Vendor: CITY OF DEXTER					
CITY OF DEXTER	114	05/01/2019	ANNUAL ALLOCATION/FY 18-	635-6-671-415-000	17,500.00
				Vendor CITY OF DEXTER Total:	**17,500.00**
Vendor: COUNTY OF LEA					
COUNTY OF LEA	CC019598-1	05/01/2019	ARREST #37172	650-6-684-268-000	600.00
				Vendor COUNTY OF LEA Total:	**600.00**
Vendor: CUMBERLAND WATER CO-OP					
CUMBERLAND WATER CO-O	CC019650	05/01/2019	ACCT.#G215	401-6-691-341-000	38.02
CUMBERLAND WATER CO-O	CC019651	05/01/2019	ACCT.#G105	410-8-816-341-000	31.06
CUMBERLAND WATER CO-O	CC019652	05/01/2019	ACCT.#B1085	408-8-812-340-000	27.21
				Vendor CUMBERLAND WATER CO-OP Total:	**96.29**
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	10 DEX-TNT	05/08/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	1,000.00
				Vendor DEXTER CONSOLIDATED SCHOOLS Total:	**1,000.00**
Vendor: ENVIRONMENTAL SYSTEMS RESEARCH					
ENVIRONMENTAL SYSTEMS	93633001	05/01/2019	ACCT.#181915	401-7-731-260-000	3,950.00
				Vendor ENVIRONMENTAL SYSTEMS RESEARCH Total:	**3,950.00**
Vendor: GLOBE LIFE AND ACCIDENT INS					
GLOBE LIFE AND ACCIDENT I	INV0003165	05/09/2019	GLOBE LIFE PAYABLE	401-2-200-016-000	260.38
GLOBE LIFE AND ACCIDENT I	INV0003165	05/09/2019	GLOBE LIFE PAYABLE	402-2-200-016-000	355.36
GLOBE LIFE AND ACCIDENT I	INV0003165	05/09/2019	GLOBE LIFE PAYABLE	427-2-200-016-000	22.84
				Vendor GLOBE LIFE AND ACCIDENT INS Total:	**638.58**
Vendor: ITS/QUEST INC					
ITS/QUEST INC	203723	05/01/2019	ACCT.#2369	401-6-691-104-000	668.57
ITS/QUEST INC	203724	05/01/2019	ACCT.#2369	401-7-741-104-000	976.97
				Vendor ITS/QUEST INC Total:	**1,645.54**
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0003159	04/30/2019	James William Seely Union D	401-2-200-010-000	25.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
IUPA, CHAVES COUNTY SHER	INV0003192	05/09/2019	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003193	05/09/2019	Joel Ramirez Union Dues	401-2-200-010-000	23.67
IUPA, CHAVES COUNTY SHER	INV0003193	05/09/2019	Joel Ramirez Union Dues	431-2-200-010-000	1.33
IUPA, CHAVES COUNTY SHER	INV0003194	05/09/2019	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003195	05/09/2019	Michael D. Shannon Union D	401-2-200-010-000	23.22
IUPA, CHAVES COUNTY SHER	INV0003195	05/09/2019	Michael D. Shannon Union D	431-2-200-010-000	1.78
IUPA, CHAVES COUNTY SHER	INV0003196	05/09/2019	Douglas C. Hohle Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003197	05/09/2019	Colter Childress Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003198	05/09/2019	Giovanny Ramirez Union Due	401-2-200-010-000	23.04
IUPA, CHAVES COUNTY SHER	INV0003198	05/09/2019	Giovanny Ramirez Union Due	431-2-200-010-000	1.96
IUPA, CHAVES COUNTY SHER	INV0003199	05/09/2019	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003200	05/09/2019	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003201	05/09/2019	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003202	05/09/2019	Jacob L. Sanchez Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003203	05/09/2019	Pedro J. Silvas Union Dues	401-2-200-010-000	23.04
IUPA, CHAVES COUNTY SHER	INV0003203	05/09/2019	Pedro J. Silvas Union Dues	431-2-200-010-000	1.96
IUPA, CHAVES COUNTY SHER	INV0003204	05/09/2019	James Johnson Union Dues	401-2-200-010-000	23.68
IUPA, CHAVES COUNTY SHER	INV0003204	05/09/2019	James Johnson Union Dues	431-2-200-010-000	1.32
IUPA, CHAVES COUNTY SHER	INV0003205	05/09/2019	Landon W. Stephenson Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003206	05/09/2019	Jeromy W. Parmer Union Du	401-2-200-010-000	23.19
IUPA, CHAVES COUNTY SHER	INV0003206	05/09/2019	Jeromy W. Parmer Union Du	431-2-200-010-000	1.81
IUPA, CHAVES COUNTY SHER	INV0003207	05/09/2019	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003208	05/09/2019	Olivia Padilla Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003209	05/09/2019	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003210	05/09/2019	Miguel Barrientos Union Due	401-2-200-010-000	23.00
IUPA, CHAVES COUNTY SHER	INV0003210	05/09/2019	Miguel Barrientos Union Due	431-2-200-010-000	2.00
			Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:		**500.00**
Vendor: JAMES DELEONARD					
JAMES DELEONARD	CC019648	05/13/2019	PAYROLL CHECK	401-6-642-102-000	513.10
				Vendor JAMES DELEONARD Total:	**513.10**
Vendor: JEANINE CORN BEST					
JEANINE CORN BEST	INV0003174	05/09/2019	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
				Vendor JEANINE CORN BEST Total:	**154.62**
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	3445	05/01/2019	CLEANED GREASE TRAP	401-6-696-257-000	356.84
				Vendor JOHNSON SEPTIC TANK CO. Total:	**356.84**
Vendor: KANSAS PAY CENTER					
KANSAS PAY CENTER	INV0003169	05/09/2019	0013646700-GODFREY, AAR	401-2-200-011-000	116.31
				Vendor KANSAS PAY CENTER Total:	**116.31**
Vendor: NM GEN SVCS RISK MGMT					
NM GEN SVCS RISK MGMT	CC019645	05/05/2019	MEDICAL	401-2-200-007-000	149,144.53
NM GEN SVCS RISK MGMT	CC019645	05/05/2019	MEDICAL	402-2-200-007-000	36,979.28
NM GEN SVCS RISK MGMT	CC019645	05/05/2019	MEDICAL	427-2-200-007-000	1,663.02
NM GEN SVCS RISK MGMT	CC019645	05/05/2019	MEDICAL	432-2-200-007-000	4,528.62
NM GEN SVCS RISK MGMT	CC019645	05/05/2019	MEDICAL	435-2-200-007-000	2,667.52
NM GEN SVCS RISK MGMT	CC019645	05/05/2019	MEDICAL	437-2-200-007-000	595.13
NM GEN SVCS RISK MGMT	CC019645	05/05/2019	MEDICAL	452-2-200-007-000	9,833.37
NM GEN SVCS RISK MGMT	CC019645	05/05/2019	MEDICAL	628-2-200-007-000	5,211.06
NM GEN SVCS RISK MGMT	CC019646	05/05/2019	PREMIUMS/FEES	401-2-200-005-000	1,973.40
NM GEN SVCS RISK MGMT	CC019646	05/05/2019	PREMIUMS/FEES	402-2-200-005-000	477.70
NM GEN SVCS RISK MGMT	CC019646	05/05/2019	PREMIUMS/FEES	427-2-200-005-000	29.80
NM GEN SVCS RISK MGMT	CC019646	05/05/2019	PREMIUMS/FEES	432-2-200-005-000	35.30
NM GEN SVCS RISK MGMT	CC019646	05/05/2019	PREMIUMS/FEES	435-2-200-005-000	35.30
NM GEN SVCS RISK MGMT	CC019646	05/05/2019	PREMIUMS/FEES	437-2-200-005-000	9.70
NM GEN SVCS RISK MGMT	CC019646	05/05/2019	PREMIUMS/FEES	452-2-200-005-000	134.10
NM GEN SVCS RISK MGMT	CC019646	05/05/2019	PREMIUMS/FEES	628-2-200-005-000	74.50
NM GEN SVCS RISK MGMT	CC019647	05/05/2019	PREMIUMS	401-2-200-021-000	1,501.32
NM GEN SVCS RISK MGMT	CC019647	05/05/2019	PREMIUMS	402-2-200-021-000	368.91
NM GEN SVCS RISK MGMT	CC019647	05/05/2019	PREMIUMS	427-2-200-021-000	16.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM GEN SVCS RISK MGMT	CC019647	05/05/2019	PREMIUMS	432-2-200-021-000	47.55
NM GEN SVCS RISK MGMT	CC019647	05/05/2019	PREMIUMS	435-2-200-021-000	28.98
NM GEN SVCS RISK MGMT	CC019647	05/05/2019	PREMIUMS	452-2-200-021-000	90.55
NM GEN SVCS RISK MGMT	CC019647	05/05/2019	PREMIUMS	628-2-200-021-000	48.75
				Vendor NM GEN SVCS RISK MGMT Total:	**215,494.84**
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0003158	04/30/2019	NM Retiree HealthCare Law	401-2-200-020-000	25.91
NM RETIREE HEALTH CARE A	INV0003189	05/09/2019	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,415.54
NM RETIREE HEALTH CARE A	INV0003189	05/09/2019	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,717.48
NM RETIREE HEALTH CARE A	INV0003189	05/09/2019	NM RETIREE HEALTH CARE P	427-2-200-020-000	100.44
NM RETIREE HEALTH CARE A	INV0003189	05/09/2019	NM RETIREE HEALTH CARE P	432-2-200-020-000	148.05
NM RETIREE HEALTH CARE A	INV0003189	05/09/2019	NM RETIREE HEALTH CARE P	435-2-200-020-000	124.92
NM RETIREE HEALTH CARE A	INV0003189	05/09/2019	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.60
NM RETIREE HEALTH CARE A	INV0003189	05/09/2019	NM RETIREE HEALTH CARE P	452-2-200-020-000	406.85
NM RETIREE HEALTH CARE A	INV0003189	05/09/2019	NM RETIREE HEALTH CARE P	628-2-200-020-000	239.85
NM RETIREE HEALTH CARE A	INV0003190	05/09/2019	NM Retiree HealthCare Law	401-2-200-020-000	2,527.11
NM RETIREE HEALTH CARE A	INV0003190	05/09/2019	NM Retiree HealthCare Law	431-2-200-020-000	42.74
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	**11,800.49**
Vendor: PEREGRINE CORPORATION					
PEREGRINE CORPORATION	352631	05/01/2019	ACCT.#5727	401-7-741-252-000	1,631.93
PEREGRINE CORPORATION	352631	05/01/2019	ACCT.#5727	401-7-741-339-000	6,432.74
				Vendor PEREGRINE CORPORATION Total:	**8,064.67**
Vendor: ROBIN A COX STEEL SHIPPING					
ROBIN A COX STEEL SHIPPIN	CC019653	05/02/2019	CONTAINER FOR STORAGE	401-6-691-231-000	6,000.00
				Vendor ROBIN A COX STEEL SHIPPING Total:	**6,000.00**
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	12633	05/01/2019	ANNUAL ALLOCATION/FY 18-	401-6-672-426-000	4,791.66
				Vendor ROSWELL CHAMBER OF COMMERCE Total:	**4,791.66**
Vendor: ROSWELL HOSPITAL CORPORATION					
ROSWELL HOSPITAL CORPOR	CC019643	05/02/2019	ACCT.#V021771670	427-6-639-268-000	447.60
ROSWELL HOSPITAL CORPOR	CC019644	05/02/2019	ACCT.#V021771902	427-6-639-268-000	199.63
				Vendor ROSWELL HOSPITAL CORPORATION Total:	**647.23**
Vendor: ROSWELL W.F.L., INC					
ROSWELL W.F.L., INC	9 BA-1	05/08/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	9,450.00
ROSWELL W.F.L., INC	9 WT-1	05/08/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	600.00
				Vendor ROSWELL W.F.L., INC Total:	**10,050.00**
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0003168	05/09/2019	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0003171	05/09/2019	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0003173	05/09/2019	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0003175	05/09/2019	J.JOHNSON 000088516	401-2-200-018-000	425.76
STATE OF NEW MEXICO	INV0003175	05/09/2019	J.JOHNSON 000088516	431-2-200-018-000	23.78
STATE OF NEW MEXICO	INV0003176	05/09/2019	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0003177	05/09/2019	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0003179	05/09/2019	000237989-SALSBERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0003180	05/09/2019	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003181	05/09/2019	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003182	05/09/2019	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003183	05/09/2019	000324111-GODFREY	401-2-200-018-000	168.00
				Vendor STATE OF NEW MEXICO Total:	**1,887.48**
Vendor: STUART C COX, CHAPTER 13 TRUSTEE					
STUART C COX, CHAPTER 13	INV0003211	05/09/2019	GERARDO PADILLA-CASE#18-	401-2-200-011-000	150.00
				Vendor STUART C COX, CHAPTER 13 TRUSTEE Total:	**150.00**
Vendor: SUPREME MAINTENANCE					
SUPREME MAINTENANCE	30345	05/01/2019	JANITORIAL SERVICES	401-6-691-267-000	2,711.57
SUPREME MAINTENANCE	30346	05/01/2019	JANITORIAL SERVICES	401-6-696-267-000	472.69
SUPREME MAINTENANCE	30347	05/01/2019	JANITORIAL SERVICES	401-6-693-267-000	1,951.68

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SUPREME MAINTENANCE	30348	05/01/2019	JANITORIAL SERVICES	401-6-694-267-000	309.26
				Vendor SUPREME MAINTENANCE Total:	**5,445.20**
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0003170	05/09/2019	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0003178	05/09/2019	0009646845 MATTA,RAY	402-2-200-011-000	189.98
				Vendor TEXAS CHILD SUPPORT SDU Total:	**348.29**
Vendor: U.S. DEPT OF EDUCATION					
U.S. DEPT OF EDUCATION	INV0003212	05/09/2019	#1002590964	435-2-200-011-000	111.12
				Vendor U.S. DEPT OF EDUCATION Total:	**111.12**
Vendor: VALERIE J. RAMIREZ					
VALERIE J. RAMIREZ	INV0003191	05/09/2019	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
				Vendor VALERIE J. RAMIREZ Total:	**92.31**
Vendor: XCEL ENERGY SERVICES INC					
XCEL ENERGY SERVICES INC	CC019649	05/01/2019	ACCT.#54-1485939-1	401-6-691-243-000	37.34
				Vendor XCEL ENERGY SERVICES INC Total:	**37.34**
				Grand Total:	**329,438.73**

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	195,785.95
402 - ROAD FUND	58,413.28
408 - EAST GRAND PLAINS VOLFIRE	27.21
410 - MIDWAY VOLUNTEER FIRE FND	31.06
427 - INDIGENT HOSPITAL CLAIMS	2,479.78
431 - PUBLIC SAFETY GRANT	78.68
432 - DWI GRANT FUNDS	14,864.85
435 - CORRECTION GRANTS	2,967.84
437 - ENVIRONMENTAL TAX	656.43
452 - FLOOD CONTROL	10,619.49
628 - PROPERTY VALUATION	5,574.16
631 - OTHER GRANTS & CONTRACTS	19,840.00
635 - EMERGENCY/CAPITAL OUTLAY	17,500.00
650 - DETENTION CONSTRUCTION PJ	600.00
Grand Total:	**329,438.73**

Account Summary

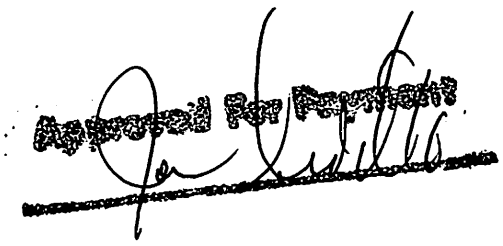
Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	1,973.40
401-2-200-007-000	MEDICAL INSURANCE PA	149,144.53
401-2-200-010-000	UNITED WAY PAYABLE	487.84
401-2-200-011-000	MISCELLANEOUS PAYABL	266.31
401-2-200-016-000	GLOBE LIFE PAYABLE	260.38
401-2-200-018-000	CHILD ENFORCEMENT P	2,341.24
401-2-200-020-000	RETIREE H/C PAYABLE	8,968.56
401-2-200-021-000	VISION CARE PAYABLE	1,501.32
401-6-642-102-000	REGULAR SALARIES	513.10
401-6-672-426-000	CHAMBER OF COMMER	4,791.66
401-6-691-104-000	TEMPORARY SALARIES	668.57
401-6-691-231-000	NON-EXPENDABLE SUPP	6,000.00
401-6-691-243-000	HIGHWAY LIGHTS	37.34
401-6-691-267-000	CONTRACTUAL SERVICES	2,711.57
401-6-691-341-000	UTILITIES	38.02
401-6-693-267-000	CONTRACTUAL SERVICES	1,951.68
401-6-694-267-000	CONTRACTUAL SERVICES	309.26
401-6-696-257-000	FACILITY MAINT/REPAIR	356.84
401-6-696-267-000	CONTRACTUAL SERVICES	472.69
401-7-731-260-000	PROFESSIONAL SERVICE	3,950.00
401-7-741-104-000	TEMPORARY SALARIES	976.97
401-7-741-252-000	PRINTING/PUBLISHING	1,631.93
401-7-741-339-000	POSTAGE/FREIGHT	6,432.74
402-2-200-005-000	GROUP INSURANCE PAY	477.70
402-2-200-007-000	MEDICAL INSURANCE PA	36,979.28
402-2-200-011-000	MISCELLANEOUS PAYABL	189.98
402-2-200-016-000	GLOBE LIFE PAYABLE	355.36
402-2-200-018-000	CHILD ENFORCEMENT P	138.46
402-2-200-020-000	RETIREE H/C PAYABLE	1,717.48
402-2-200-021-000	VISION CARE PAYABLE	368.91
402-6-653-223-000	VEHICLE FUELS	18,186.11
408-8-812-340-000	TELEPHONE	27.21
410-8-816-341-000	UTILITIES	31.06
427-2-200-005-000	GROUP INSURANCE PAY	29.80
427-2-200-007-000	MEDICAL INSURANCE PA	1,663.02
427-2-200-016-000	GLOBE LIFE PAYABLE	22.84
427-2-200-020-000	RETIREE H/C PAYABLE	100.44
427-2-200-021-000	VISION CARE PAYABLE	16.45
427-6-639-268-000	CARE OF PRISONER SER	647.23
431-2-200-010-000	UNITED WAY PAYABLE	12.16
431-2-200-018-000	CHILD ENFORCEMENT P	23.78

Account Summary

Account Number	Account Name	Expense Amount
431-2-200-020-000	RETIREE H/C PAYABLE	42.74
432-2-200-005-000	GROUP INSURANCE PAY	35.30
432-2-200-007-000	MEDICAL INS. PAYABLE	4,528.62
432-2-200-020-000	RETIREE H/C PAYABLE	148.05
432-2-200-021-000	VISION CARE PAYABLE	47.55
432-7-761-230-000	SUPPLIES/TOOLS	772.00
432-7-761-267-000	CONTRACTUAL SERVICES	9,333.33
435-2-200-005-000	GROUP INSURANCE PAY	35.30
435-2-200-007-000	MEDICAL INSURANCE PA	2,667.52
435-2-200-011-000	MISCELLANEOUS PAYABL	111.12
435-2-200-020-000	RETIREE H/C PAYABLE	124.92
435-2-200-021-000	VISION CARE PAYABLE	28.98
437-2-200-005-000	GROUP INSURANCE PAY	9.70
437-2-200-007-000	MEDICAL INSURANCE PA	595.13
437-2-200-020-000	RETIREE H/C PAYABLE	51.60
452-2-200-005-000	GROUP INSURANCE PAY	134.10
452-2-200-007-000	MEDICAL INSURANCE PA	9,833.37
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	406.85
452-2-200-021-000	VISION CARE PAYABLE	90.55
628-2-200-005-000	GROUP INSURANCE PAY	74.50
628-2-200-007-000	MEDICAL INSURANCE PA	5,211.06
628-2-200-020-000	RETIREE H/C PAYABLE	239.85
628-2-200-021-000	VISION CARE PAYABLE	48.75
631-8-885-267-000	OTHER CONTRACT SERVI	19,840.00
635-6-671-415-000	DEXTER PUBLIC SAFETY	17,500.00
650-6-684-268-000	HOUSING OF PRISONERS	600.00
	Grand Total:	**329,438.73**

Project Account Summary

Project Account Key	Expense Amount
None	329,438.73
Grand Total:	**329,438.73**



Expense Approval Register

Chaves County, NM

Packet: APPKT00986 - CHECK RUN/05/17/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMERICAN GLASS & GLAZING INC.					
AMERICAN GLASS & GLAZIN	7225	05/03/2019	LABOR & MATERIAL	401-6-696-257-000	125.00
AMERICAN GLASS & GLAZIN	7243	05/01/2019	LABOR & MATERIAL	401-6-691-257-000	101.96
AMERICAN GLASS & GLAZIN	7249	05/03/2019	LABOR & MATERIAL	401-6-696-257-000	100.00
				Vendor AMERICAN GLASS & GLAZING INC. Total:	**326.96**
Vendor: ARTESIA FIRE EQUIPMENT INC.					
ARTESIA FIRE EQUIPMENT IN	67832	05/08/2019	AIR PAKS	412-8-815-233-000	15,941.60
ARTESIA FIRE EQUIPMENT IN	67832	05/08/2019	AIR PAKS	631-8-889-247-000	83,570.40
				Vendor ARTESIA FIRE EQUIPMENT INC. Total:	**99,512.00**
Vendor: BELL GAS INC					
BELL GAS INC	102932	05/09/2019	ICE FOR ROAD CREW	402-6-653-230-000	108.00
				Vendor BELL GAS INC Total:	**108.00**
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC019659	05/01/2019	ACCT.#23898800	410-8-816-341-000	18.20
CENTRAL VALLEY ELECTRIC C	CC019659	05/01/2019	ACCT.#10114001	410-8-816-341-000	248.03
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#10147201	401-6-691-243-000	32.69
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#12209501	401-6-691-243-000	345.36
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#12001802	401-6-691-243-000	53.29
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#23133100	410-8-816-341-000	96.93
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#6695501	414-8-819-341-000	148.32
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#24208300	437-6-659-341-000	37.54
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#24186400	437-6-659-341-000	48.19
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#12412501	437-6-659-341-000	49.55
CENTRAL VALLEY ELECTRIC C	CC019660	05/01/2019	ACCT.#22987100	437-6-659-341-000	44.12
CENTRAL VALLEY ELECTRIC C	CC019661	05/01/2019	ACC.T#12413301	411-8-814-341-000	9.10
CENTRAL VALLEY ELECTRIC C	CC019661	05/01/2019	ACCT.#12413201	411-8-814-341-000	47.09
CENTRAL VALLEY ELECTRIC C	CC019661	05/01/2019	ACCT.#12026501	411-8-814-341-000	54.52
CENTRAL VALLEY ELECTRIC C	CC019661	05/01/2019	ACCT.#12413101	411-8-814-341-000	9.95
				Vendor CENTRAL VALLEY ELECTRIC COOP Total:	**1,242.88**
Vendor: CHAVES SOIL & WATER CONSERVATION					
CHAVES SOIL & WATER CONS	CC019675	05/06/2019	ANNUAL ALLOCATION/FY 18-	401-6-672-449-000	7,500.00
CHAVES SOIL & WATER CONS	CC019676	05/06/2019	ANNUAL ALLOCATION/FY 18-	452-8-832-253-000	5,000.00
				Vendor CHAVES SOIL & WATER CONSERVATION Total:	**12,500.00**
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC019657	05/01/2019	ACCT. #44	437-6-659-242-000	12,086.43
				Vendor CITY OF ROSWELL Total:	**12,086.43**
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-087710	05/01/2019	ACCT.#CHAVESCOUNTY	650-6-684-230-000	8,126.30
COOPERATIVE EDUCATIONAL	24-087899	05/01/2019	ACCT.#CHAVESCOUNTY	650-6-684-230-000	427.70
COOPERATIVE EDUCATIONAL	24-088227	05/08/2019	ACCT.#CHAVESCOUNTY	402-6-653-104-000	566.77
COOPERATIVE EDUCATIONAL	24-088461	05/14/2019	ACCT.#CHAVESCOUNTY	402-6-653-104-000	566.77
				Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	**9,687.54**
Vendor: DEERE CREDIT INC					
DEERE CREDIT INC	2154430	05/01/2019	ACCT.#030-0061556-006	402-6-653-251-000	4,055.51
DEERE CREDIT INC	2154989	05/01/2019	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45
DEERE CREDIT INC	2154990	05/01/2019	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45
DEERE CREDIT INC	2159070	05/09/2019	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72
				Vendor DEERE CREDIT INC Total:	**13,412.13**
Vendor: DEMAREES PUMPING SERVICE					
DEMAREES PUMPING SERVI	9754	05/01/2019	RENTAL AND SERVICE	402-6-653-251-000	269.58
				Vendor DEMAREES PUMPING SERVICE Total:	**269.58**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ECOLAB INC					
ECOLAB INC	3416766	05/06/2019	ACCT.#019526334	650-6-684-230-000	2,221.71
				Vendor ECOLAB INC Total:	**2,221.71**
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9402035991	05/09/2019	ACCT.#926628	402-6-653-291-000	7,793.32
ERGON ASPHALT EMULSION	9402038290	05/14/2019	ACCT.#926628	402-6-653-291-000	8,118.44
ERGON ASPHALT EMULSION	9402038290	05/14/2019	CREDIT/INV.#9402036560	402-6-653-291-000	-7,235.07
				Vendor ERGON ASPHALT EMULSIONS INC Total:	**8,676.69**
Vendor: HIGGINS, CASEY					
HIGGINS, CASEY	CC019656	05/15/2019	SERVIS TRAINING/04/16/19-	401-7-721-226-000	174.60
				Vendor HIGGINS, CASEY Total:	**174.60**
Vendor: ITS/QUEST INC					
ITS/QUEST INC	203945	05/08/2019	ACCT.#2369	401-6-691-104-000	668.57
				Vendor ITS/QUEST INC Total:	**668.57**
Vendor: LEGACY FUNERAL SERVICES OF NM					
LEGACY FUNERAL SERVICES	0298-204423	05/13/2019	PERMIT #3275	427-6-639-296-000	600.00
				Vendor LEGACY FUNERAL SERVICES OF NM Total:	**600.00**
Vendor: MARK WILLARD					
MARK WILLARD	CC019658	05/15/2019	BUSINESS COMM/05/021/9-	401-7-731-226-000	172.80
				Vendor MARK WILLARD Total:	**172.80**
Vendor: NEW MEXICO COUNTY INSURANCE AUTHORITY					
NEW MEXICO COUNTY INSU	ML000899	05/01/2019	CUSTOMER ID #3	401-6-619-260-000	2,515.03
				Vendor NEW MEXICO COUNTY INSURANCE AUTHORITY Total:	**2,515.03**
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC019662	05/01/2019	ACCT.#076333413-0787459-	452-8-832-341-000	27.55
NEW MEXICO GAS COMPAN	CC019663	05/02/2019	ACCT.#076424512-0788370-	401-6-645-341-000	36.27
NEW MEXICO GAS COMPAN	CC019663	05/02/2019	ACCT.#076424512-0788370-	401-6-692-341-000	185.34
NEW MEXICO GAS COMPAN	CC019663	05/02/2019	ACCT.#076424512-0788370-	401-6-692-341-000	16.37
NEW MEXICO GAS COMPAN	CC019664	05/07/2019	ACCT.#076846512-0792590-	411-8-814-341-000	32.55
NEW MEXICO GAS COMPAN	CC019665	05/01/2019	ACCT.#076846512-1202378-	411-8-814-341-000	41.99
NEW MEXICO GAS COMPAN	CC019666	05/09/2019	ACCT.#077058012-0794705-	410-8-816-341-000	37.88
NEW MEXICO GAS COMPAN	CC019667	05/09/2019	ACCT.#077227312-0796398-	408-8-812-341-000	43.31
NEW MEXICO GAS COMPAN	CC019667	05/09/2019	ACCT.#077227312-1237385-	408-8-812-341-000	35.51
NEW MEXICO GAS COMPAN	CC019668	05/01/2019	ACCT.#075706312-1236482-	414-8-819-341-000	41.41
NEW MEXICO GAS COMPAN	CC019669	05/07/2019	ACCT.#077937001-0803495-	411-8-814-341-000	24.67
				Vendor NEW MEXICO GAS COMPANY INC Total:	**522.85**
Vendor: NMAC RISK MANAGEMENT AFFILIATE					
NMAC RISK MANAGEMENT	CC019655	05/01/2019	2019 AFFILIATE DUES/FEES	401-6-614-224-000	25.00
NMAC RISK MANAGEMENT	CC019655	05/01/2019	2019 AFFILIATE DUES/FEES	401-6-614-253-000	50.00
				Vendor NMAC RISK MANAGEMENT AFFILIATE Total:	**75.00**
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	FY 18-19-10	05/06/2019	ANNUAL ALLOCTION/FY 18-1	605-6-672-428-000	4,062.50
				Vendor ROSWELL CHAVES COUNTY EDC Total:	**4,062.50**
Vendor: SUMMIT FOOD SERVICE					
SUMMIT FOOD SERVICE	INV2000047449	05/10/2019	ACCT.#C1921000	650-6-684-264-000	55,427.61
SUMMIT FOOD SERVICE	INV2000047450	05/10/2019	ACCT. #C1921001	401-6-645-264-000	1,792.47
				Vendor SUMMIT FOOD SERVICE Total:	**57,220.08**
Vendor: THE FORD HOUSE, LLC					
THE FORD HOUSE, LLC	202099	05/07/2019	ACCT.#RF1017283	402-6-653-221-000	170.78
THE FORD HOUSE, LLC	202110	05/08/2019	ACCT.#RF1017283	402-6-653-221-000	13.59
				Vendor THE FORD HOUSE, LLC Total:	**184.37**
Vendor: WAIDE SAND & GRAVEL					
WAIDE SAND & GRAVEL	108224	05/01/2019	ROCK	402-6-653-290-000	4,727.61
				Vendor WAIDE SAND & GRAVEL Total:	**4,727.61**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: WAKEFIELD OIL CO. INC.					
WAKEFIELD OIL CO. INC.	159722	05/08/2019	ACCT.#CHAVES	402-6-653-230-000	394.97
				Vendor WAKEFIELD OIL CO. INC. Total:	**394.97**
Vendor: WEX BANK					
WEX BANK	58980725	05/01/2019	ACCT.#0496-00-237636-6	401-7-752-223-000	-19.14
WEX BANK	58980725	05/01/2019	ACCT.#0496-00-237636-6	401-7-752-223-000	1,997.99
WEX BANK	58980725	05/01/2019	ACCT.#0496-00-237636-6	412-8-815-227-000	473.63
WEX BANK	58980725	05/01/2019	ACCT.#0496-00-237636-6	414-8-819-227-000	537.17
				Vendor WEX BANK Total:	**2,989.65**
Vendor: XCEL ENERGY SERVICES INC					
XCEL ENERGY SERVICES INC	CC019670	05/02/2019	ACCT.#54-3943758-6	401-6-691-243-000	34.19
XCEL ENERGY SERVICES INC	CC019671	05/02/2019	ACCT.#54-3943777-9	401-6-691-243-000	29.77
XCEL ENERGY SERVICES INC	CC019672	05/09/2019	ACCT.#54-3943804-3	401-6-693-341-000	1,464.68
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-612-341-000	81.25
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-613-341-000	81.25
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-616-341-000	81.25
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-621-341-000	81.25
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-621-341-000	162.51
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-622-341-000	308.21
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-624-341-000	372.65
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-625-341-000	81.25
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-631-341-000	168.11
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-6-632-341-000	108.71
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-7-721-341-000	1,153.81
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-7-731-341-000	684.22
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-7-741-341-000	495.37
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	401-7-751-341-000	1,575.77
XCEL ENERGY SERVICES INC	CC019673	05/09/2019	ACCT.#54-3943824-7	427-6-638-341-000	168.13
XCEL ENERGY SERVICES INC	CC019674	05/09/2019	ACCT.#54-3949473-4	411-8-814-341-000	143.04
				Vendor XCEL ENERGY SERVICES INC Total:	**7,275.42**
				Grand Total:	**241,627.37**

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	22,837.85
402 - ROAD FUND	28,906.89
408 - EAST GRAND PLAINS VOLFIRE	78.82
410 - MIDWAY VOLUNTEER FIRE FND	401.04
411 - BERRENDO VOLUNTEER FIRE	362.91
412 - SIERRA VOLUNTEER FIRE FND	16,415.23
414 - CC FIRE DIST #8 VOL FIRE	726.90
427 - INDIGENT HOSPITAL CLAIMS	768.13
437 - ENVIRONMENTAL TAX	12,265.83
452 - FLOOD CONTROL	5,027.55
605 - ECONOMIC DEVELOPMENT PROJ	4,062.50
631 - OTHER GRANTS & CONTRACTS	83,570.40
650 - DETENTION CONSTRUCTION PJ	66,203.32
Grand Total:	**241,627.37**

Account Summary

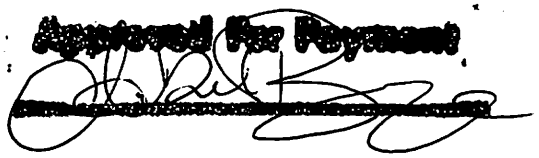
Account Number	Account Name	Expense Amount
401-6-612-341-000	UTILITIES	81.25
401-6-613-341-000	UTILITIES	81.25
401-6-614-224-000	EMPLOYEE TRAINING	25.00
401-6-614-253-000	DUES & OTHER FEES	50.00
401-6-616-341-000	UTILITIES	81.25
401-6-619-260-000	PROFESSIONAL SERVICE	2,515.03
401-6-621-341-000	UTILITIES	243.76
401-6-622-341-000	UTILITIES	308.21
401-6-624-341-000	UTILITIES	372.65
401-6-625-341-000	UTILITIES	81.25
401-6-631-341-000	UTILITIES	168.11
401-6-632-341-000	UTILITIES	108.71
401-6-645-264-000	FEEDING OF PRISONERS	1,792.47
401-6-645-341-000	UTILITIES	36.27
401-6-672-449-000	CHAVES S&WCD NOXIO	7,500.00
401-6-691-104-000	TEMPORARY SALARIES	668.57
401-6-691-243-000	HIGHWAY LIGHTS	495.30
401-6-691-257-000	FACILITY MAINT/REPAIR	101.96
401-6-692-341-000	UTILITIES	201.71
401-6-693-341-000	UTILITIES	1,464.68
401-6-696-257-000	FACILITY MAINT/REPAIR	225.00
401-7-721-226-000	MILEAGE REIMBURSEME	174.60
401-7-721-341-000	UTILITIES	1,153.81
401-7-731-226-000	MILEAGE REIMBURSEME	172.80
401-7-731-341-000	UTILITIES	684.22
401-7-741-341-000	UTILITIES	495.37
401-7-751-341-000	UTILITIES	1,575.77
401-7-752-223-000	VEHICLE FUELS	1,978.85
402-6-653-104-000	TEMPORARY SALARIES	1,133.54
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	184.37
402-6-653-230-000	SUPPLIES/TOOLS	502.97
402-6-653-251-000	RENTALS	13,681.71
402-6-653-290-000	PAVING PROJECTS-COOP	4,727.61
402-6-653-291-000	ROAD PROJECTS-OTHER	8,676.69
408-8-812-341-000	UTILITIES	78.82
410-8-816-341-000	UTILITIES	401.04
411-8-814-341-000	UTILITIES	362.91
412-8-815-227-000	TRANSPORTATION EXPE	473.63
412-8-815-233-000	AIR PACKS & BUNKER GE	15,941.60
414-8-819-227-000	TRANSPORTATION EXPE	537.17
414-8-819-341-000	UTILITIES	189.73
427-6-638-341-000	UTILITIES	168.13

Account Summary

Account Number	Account Name	Expense Amount
427-6-639-296-000	INDIGENT BURIAL	600.00
437-6-659-242-000	LANDFILL EXPENSES	12,086.43
437-6-659-341-000	UTILITIES	179.40
452-8-832-253-000	DUES & OTHER FEES	5,000.00
452-8-832-341-000	UTILITIES	27.55
605-6-672-428-000	ECONOMIC GRANTS TO	4,062.50
631-8-889-247-000	CONSTRUCTION PROJEC	83,570.40
650-6-684-230-000	SUPPLIES/TOOLS	10,775.71
650-6-684-264-000	FEEDING OF PRISONERS	55,427.61
	Grand Total:	**241,627.37**

Project Account Summary

Project Account Key	Expense Amount
None	241,627.37
Grand Total:	**241,627.37**



Chaves County, NM

Expense Approval Register

Packet: APPKT00991 - CHECK RUN/05/24/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AG EQUIPMENT					
AG EQUIPMENT	8999	05/06/2019	ACCT.#CHAVESCOUNTY	402-6-653-221-000	26.00
				Vendor AG EQUIPMENT Total:	**26.00**
Vendor: AWC PROPANE					
AWC PROPANE	209309	05/01/2019	ACCT.#102721	452-8-832-223-000	2,586.11
AWC PROPANE	209310	05/01/2019	ACCT.#102721	452-8-832-223-000	1,306.44
AWC PROPANE	209351	05/01/2019	ACCT.#102721	452-8-832-223-000	2,108.17
AWC PROPANE	209352	05/01/2019	ACCT.#102721	452-8-832-223-000	457.64
				Vendor AWC PROPANE Total:	**6,458.36**
Vendor: BELL GAS INC.					
BELL GAS INC.	18750	05/21/2019	ACCT.#10693	402-6-653-223-000	18,338.43
				Vendor BELL GAS INC. Total:	**18,338.43**
Vendor: BENCHMARK BUSINESS SOLUTIONS					
BENCHMARK BUSINESS SOL	24693761	05/01/2019	ACCT.#003-1344694-000	670-6-671-375-000	333.40
				Vendor BENCHMARK BUSINESS SOLUTIONS Total:	**333.40**
Vendor: CHARLES DRAKE					
CHARLES DRAKE	CC019677	05/17/2019	INMATE MEAL/UNM HOSP	650-6-684-228-000	5.47
				Vendor CHARLES DRAKE Total:	**5.47**
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8404146647	05/17/2019	ACCT.#10187763	402-6-653-230-000	283.90
				Vendor CINTAS CORPORATION #2 Total:	**283.90**
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC019681	05/01/2019	ACCT.#137415-52228	452-8-832-341-000	17.47
CITY OF ROSWELL	CC019696	05/01/2019	ACCT.#137417-52230	402-6-653-291-000	134.75
CITY OF ROSWELL	CC019697	05/01/2019	ACCT.#137417-52234	402-6-653-291-000	51.21
CITY OF ROSWELL	CC019698	05/01/2019	ACCT.#137417-52236	402-6-653-291-000	2.39
CITY OF ROSWELL	CC019699	05/01/2019	ACCT.#137417-52238	402-6-653-291-000	17.47
CITY OF ROSWELL	CC019700	05/01/2019	ACCT.#137417-52240	402-6-653-291-000	17.47
CITY OF ROSWELL	CC019701	05/01/2019	ACCT.#137417-52242	402-6-653-291-000	67.27
CITY OF ROSWELL	CC019702	05/01/2019	ACCT.#137417-52246	402-6-653-291-000	112.26
				Vendor CITY OF ROSWELL Total:	**420.29**
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-088527	05/16/2019	ACCT.#CHAVESCOUNTY	402-6-681-373-000	147,996.00
				Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	**147,996.00**
Vendor: DEERE CREDIT INC					
DEERE CREDIT INC	2163940	05/18/2019	ACCT.#030-0069875-000	402-6-653-251-000	3,520.19
DEERE CREDIT INC	2163941	05/18/2019	ACCT.#030-0069878-000	402-6-653-251-000	3,520.19
				Vendor DEERE CREDIT INC Total:	**7,040.38**
Vendor: DIANE F. TAYLOR					
DIANE F. TAYLOR	CC019703	05/23/2019	SUPPLIES/DWI	432-7-761-230-000	25.87
DIANE F. TAYLOR	CC019703	05/23/2019	SUPPLIES/DWI	432-7-761-230-000	47.96
				Vendor DIANE F. TAYLOR Total:	**73.83**
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	10 HAG-TNT	05/20/2019	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	1,000.00
				Vendor HAGERMAN MUNICIPAL SCHOOLS Total:	**1,000.00**
Vendor: JARAMILLO ACCOUNTING GROUP					
JARAMILLO ACCOUNTING GR	1382	05/15/2019	PROFESSIONAL SERVICES	401-6-619-267-000	21,575.00
				Vendor JARAMILLO ACCOUNTING GROUP Total:	**21,575.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: KIRBY-SMITH MACHINERY					
KIRBY-SMITH MACHINERY	E00285	05/22/2019	ACCT.#CHAVE005	402-6-681-373-000	264,950.00
				Vendor KIRBY-SMITH MACHINERY Total:	**264,950.00**
Vendor: NANCY FRAM					
NANCY FRAM	CC019679	05/23/2019	LEASE AGREEMENT/110 E. M	635-6-682-375-000	11,000.00
				Vendor NANCY FRAM Total:	**11,000.00**
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC019686	05/13/2019	ACCT.#115435453-0797988-	401-6-699-341-000	22.91
NEW MEXICO GAS COMPAN	CC019687	05/14/2019	ACCT.#077702112-0801146-	402-6-651-341-000	81.12
NEW MEXICO GAS COMPAN	CC019688	05/01/2019	ACCT.#077726812-0801393-	412-8-815-341-000	26.12
NEW MEXICO GAS COMPAN	CC019689	05/13/2019	ACCT.#077991703-0797981-	401-6-691-341-000	25.42
NEW MEXICO GAS COMPAN	CC019690	05/13/2019	ACCT.#077991703-0797982-	401-6-691-341-000	29.54
NEW MEXICO GAS COMPAN	CC019691	05/14/2019	ACCT.#077991703-0804041-	401-6-691-341-000	25.65
NEW MEXICO GAS COMPAN	CC019692	05/14/2019	ACCT.#078156501-0805690-	650-6-684-341-000	612.38
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-612-341-000	2.21
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-613-341-000	1.47
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-616-341-000	1.47
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-621-341-000	2.20
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-621-341-000	1.47
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-622-341-000	5.59
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-624-341-000	6.76
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-625-341-000	1.47
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-631-341-000	3.05
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-6-632-341-000	1.97
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-7-721-341-000	20.92
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-7-731-341-000	12.41
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-7-741-341-000	8.98
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	401-7-751-341-000	28.57
NEW MEXICO GAS COMPAN	CC019693	05/13/2019	ACCT.#115435453-1201470-	427-6-638-341-000	3.06
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-612-341-000	0.57
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-613-341-000	0.38
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-616-341-000	0.38
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-621-341-000	0.38
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-621-341-000	0.57
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-622-341-000	1.44
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-624-341-000	1.74
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-625-341-000	0.38
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-631-341-000	0.78
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-6-632-341-000	0.51
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-7-721-341-000	5.38
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-7-731-341-000	3.19
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-7-741-341-000	2.31
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#115435453-1203867-	401-7-751-341-000	7.34
NEW MEXICO GAS COMPAN	CC019694	05/13/2019	ACCT.#.115435453-1203867-	427-6-638-341-000	0.76
				Vendor NEW MEXICO GAS COMPANY INC Total:	**950.85**
Vendor: NEWMEX FUNERAL SERVICES INC					
NEWMEX FUNERAL SERVICE	1810-201582	05/09/2019	PERMIT #3276	427-6-639-296-000	600.00
				Vendor NEWMEX FUNERAL SERVICES INC Total:	**600.00**
Vendor: OLIVIA PADILLA					
OLIVIA PADILLA	CC019678	05/20/2019	GRANTS/05/15/19	650-6-684-228-000	10.00
				Vendor OLIVIA PADILLA Total:	**10.00**
Vendor: ROBERTS TRUCK CENTER OF TX					
ROBERTS TRUCK CENTER OF	8021466	05/01/2019	ACCT.#W01202	402-6-653-221-000	111.33
ROBERTS TRUCK CENTER OF	8021533	05/01/2019	ACCT.#W01202	402-6-653-221-000	118.85
ROBERTS TRUCK CENTER OF	8022648	05/07/2019	ACCT.#W01202	402-6-653-221-000	147.12
				Vendor ROBERTS TRUCK CENTER OF TX Total:	**377.30**

Expense Approval Register

Packet: APPKT00991 - CHECK RUN/05/24/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ROSWELL DAILY RECORD					
ROSWELL DAILY RECORD	CC019680	05/16/2019	ACCT.#10119400	631-8-872-225-000	404.38
				Vendor ROSWELL DAILY RECORD Total:	**404.38**
Vendor: WAIDE SAND & GRAVEL					
WAIDE SAND & GRAVEL	108267	05/01/2019	ROCK	402-6-653-290-000	5,068.05
WAIDE SAND & GRAVEL	108327	05/13/2019	ROCK	402-6-653-290-000	2,588.21
				Vendor WAIDE SAND & GRAVEL Total:	**7,656.26**
Vendor: XCEL ENERGY SERVICES INC					
XCEL ENERGY SERVICES INC	CC019682	05/15/2019	ACCT.#54-1797003-1	401-6-691-243-000	74.39
XCEL ENERGY SERVICES INC	CC019683	05/13/2019	ACCT.#54-1632663-1	401-6-691-341-000	323.45
XCEL ENERGY SERVICES INC	CC019683	05/13/2019	ACCT.#54-1632663-1	401-6-691-341-000	27.71
XCEL ENERGY SERVICES INC	CC019683	05/13/2019	ACCT.#54-1632663-1	401-6-699-341-000	224.67
XCEL ENERGY SERVICES INC	CC019683	05/13/2019	ACCT.#54-1632663-1	401-6-699-341-000	183.05
XCEL ENERGY SERVICES INC	CC019683	05/13/2019	ACCT.#54-1632663-1	401-6-699-341-000	226.05
XCEL ENERGY SERVICES INC	CC019683	05/13/2019	ACCT.#54-1632663-1	401-6-699-341-000	67.57
XCEL ENERGY SERVICES INC	CC019683	05/13/2019	ACCT.#54-1632663-1	437-6-659-341-000	27.88
XCEL ENERGY SERVICES INC	CC019684	05/15/2019	ACCT.#54-3943719-9	401-6-691-243-000	24.48
XCEL ENERGY SERVICES INC	CC019685	05/14/2019	ACCT.#54-7497040-6	408-8-812-341-000	96.93
XCEL ENERGY SERVICES INC	CC019685	05/14/2019	ACCT.#54-3943725-7	408-8-812-341-000	77.04
				Vendor XCEL ENERGY SERVICES INC Total:	**1,353.22**
				Grand Total:	**490,853.07**

Fund Summary

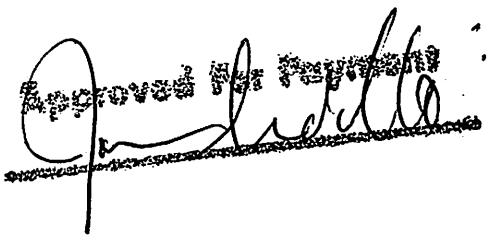
Fund	Expense Amount
401 - GENERAL FUND	22,953.78
402 - ROAD FUND	447,152.21
408 - EAST GRAND PLAINS VOLFIRE	173.97
412 - SIERRA VOLUNTEER FIRE FND	26.12
427 - INDIGENT HOSPITAL CLAIMS	603.82
432 - DWI GRANT FUNDS	1,073.83
437 - ENVIRONMENTAL TAX	27.88
452 - FLOOD CONTROL	6,475.83
631 - OTHER GRANTS & CONTRACTS	404.38
635 - EMERGENCY/CAPITAL OUTLAY	11,000.00
650 - DETENTION CONSTRUCTION PJ	627.85
670 - INTERNAL SERVICES	333.40
Grand Total:	**490,853.07**

Account Summary

Account Number	Account Name	Expense Amount
401-6-612-341-000	UTILITIES	2.78
401-6-613-341-000	UTILITIES	1.85
401-6-616-341-000	UTILITIES	1.85
401-6-619-267-000	CONTRACTUAL SERVICES	21,575.00
401-6-621-341-000	UTILITIES	4.62
401-6-622-341-000	UTILITIES	7.03
401-6-624-341-000	UTILITIES	8.50
401-6-625-341-000	UTILITIES	1.85
401-6-631-341-000	UTILITIES	3.83
401-6-632-341-000	UTILITIES	2.48
401-6-691-243-000	HIGHWAY LIGHTS	98.87
401-6-691-341-000	UTILITIES	431.77
401-6-699-341-000	UTILITIES	724.25
401-7-721-341-000	UTILITIES	26.30
401-7-731-341-000	UTILITIES	15.60
401-7-741-341-000	UTILITIES	11.29
401-7-751-341-000	UTILITIES	35.91
402-6-651-341-000	UTILITIES	81.12
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	403.30
402-6-653-223-000	VEHICLE FUELS	18,338.43
402-6-653-230-000	SUPPLIES/TOOLS	283.90
402-6-653-251-000	RENTALS	7,040.38
402-6-653-290-000	PAVING PROJECTS-COOP	7,656.26
402-6-653-291-000	ROAD PROJECTS-OTHER	402.82
402-6-681-373-000	HEAVY EQUIPMENT	412,946.00
408-8-812-341-000	UTILITIES	173.97
412-8-815-341-000	UTILITIES	26.12
427-6-638-341-000	UTILITIES	3.82
427-6-639-296-000	INDIGENT BURIAL	600.00
432-7-761-230-000	SUPPLIES/TOOLS	73.83
432-7-761-267-000	CONTRACTUAL SERVICES	1,000.00
437-6-659-341-000	UTILITIES	27.88
452-8-832-223-000	VEHICLE FUELS	6,458.36
452-8-832-341-000	UTILITIES	17.47
631-8-872-225-000	PER DIEM	404.38
635-6-682-375-000	LEASE PURCHASES	11,000.00
650-6-684-228-000	TRANSPORT PRISONERS	15.47
650-6-684-341-000	UTILITIES	612.38
670-6-671-375-000	LEASE PURCHASE PAYME	333.40
	Grand Total:	**490,853.07**

Project Account Summary

Project Account Key	Expense Amount
None	490,853.07
Grand Total:	490,853.07





Chaves County, NM

Expense Approval Register

Packet: APPKT00992 - CHECK RUN/05/28/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0003224	05/23/2019	ALTON'S POWER BLOCK GYM	401-2-200-024-000	24.10
ALTON'S POWER BLOCK GYM	INV0003224	05/23/2019	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
				Vendor ALTON'S POWER BLOCK GYM INC Total:	**51.05**
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0003229	05/23/2019	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
				Vendor CARRIE HARDY Total:	**250.00**
Vendor: COLONIAL LIFE & ACCIDENT CO					
COLONIAL LIFE & ACCIDENT	INV0003241	05/23/2019	COLONIAL LIFE PAYABLE	401-2-200-016-000	4,071.24
COLONIAL LIFE & ACCIDENT	INV0003241	05/23/2019	COLONIAL LIFE PAYABLE	402-2-200-016-000	595.10
COLONIAL LIFE & ACCIDENT	INV0003241	05/23/2019	COLONIAL LIFE PAYABLE	427-2-200-016-000	73.00
COLONIAL LIFE & ACCIDENT	INV0003241	05/23/2019	COLONIAL LIFE PAYABLE	431-2-200-016-000	8.40
COLONIAL LIFE & ACCIDENT	INV0003241	05/23/2019	COLONIAL LIFE PAYABLE	432-2-200-016-000	66.10
COLONIAL LIFE & ACCIDENT	INV0003241	05/23/2019	COLONIAL LIFE PAYABLE	435-2-200-016-000	14.48
COLONIAL LIFE & ACCIDENT	INV0003241	05/23/2019	COLONIAL LIFE PAYABLE	452-2-200-016-000	111.61
				Vendor COLONIAL LIFE & ACCIDENT CO Total:	**4,939.93**
Vendor: IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507					
IUPA, CHAVES COUNTY SHER	INV0003250	05/23/2019	James Dallas McDaniel Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003251	05/23/2019	Joel Ramirez Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003252	05/23/2019	Maria R. Cassidy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003253	05/23/2019	Michael D. Shannon Union D	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003254	05/23/2019	Douglas C. Hohle Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003255	05/23/2019	Colter Childress Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003256	05/23/2019	Giovanny Ramirez Union Due	401-2-200-010-000	23.38
IUPA, CHAVES COUNTY SHER	INV0003256	05/23/2019	Giovanny Ramirez Union Due	431-2-200-010-000	1.62
IUPA, CHAVES COUNTY SHER	INV0003257	05/23/2019	Andres G. Salas Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003258	05/23/2019	Amanda Beagles-Clark Union	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003259	05/23/2019	Travis W. Hardy Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003260	05/23/2019	Jacob L. Sanchez Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003261	05/23/2019	Pedro J. Silvas Union Dues	401-2-200-010-000	22.99
IUPA, CHAVES COUNTY SHER	INV0003261	05/23/2019	Pedro J. Silvas Union Dues	431-2-200-010-000	2.01
IUPA, CHAVES COUNTY SHER	INV0003262	05/23/2019	James Johnson Union Dues	401-2-200-010-000	23.01
IUPA, CHAVES COUNTY SHER	INV0003262	05/23/2019	James Johnson Union Dues	431-2-200-010-000	1.99
IUPA, CHAVES COUNTY SHER	INV0003263	05/23/2019	Landon W. Stephenson Unio	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003264	05/23/2019	Jeromy W. Parmer Union Du	401-2-200-010-000	24.35
IUPA, CHAVES COUNTY SHER	INV0003264	05/23/2019	Jeromy W. Parmer Union Du	431-2-200-010-000	0.65
IUPA, CHAVES COUNTY SHER	INV0003265	05/23/2019	Charles Drake Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003266	05/23/2019	Olivia Padilla Union Dues	401-2-200-010-000	24.24
IUPA, CHAVES COUNTY SHER	INV0003266	05/23/2019	Olivia Padilla Union Dues	431-2-200-010-000	0.76
IUPA, CHAVES COUNTY SHER	INV0003267	05/23/2019	David Whitzel Union Dues	401-2-200-010-000	25.00
IUPA, CHAVES COUNTY SHER	INV0003268	05/23/2019	Miguel Barrientos Union Due	401-2-200-010-000	22.79
IUPA, CHAVES COUNTY SHER	INV0003268	05/23/2019	Miguel Barrientos Union Due	431-2-200-010-000	2.21
IUPA, CHAVES COUNTY SHER	INV0003269	05/23/2019	Michael Burkowski Union Du	401-2-200-010-000	25.00
				Vendor IUPA, CHAVES COUNTY SHERIFF'S ASSOC. #507 Total:	**500.00**
Vendor: JEANINE CORN BEST					
JEANINE CORN BEST	INV0003231	05/23/2019	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
				Vendor JEANINE CORN BEST Total:	**154.62**
Vendor: KANSAS PAY CENTER					
KANSAS PAY CENTER	INV0003226	05/23/2019	0013646700-GODFREY, AAR	401-2-200-011-000	116.31
				Vendor KANSAS PAY CENTER Total:	**116.31**
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0003247	05/23/2019	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,424.18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NM RETIREE HEALTH CARE A	INV0003247	05/23/2019	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,735.09
NM RETIREE HEALTH CARE A	INV0003247	05/23/2019	NM RETIREE HEALTH CARE P	427-2-200-020-000	100.44
NM RETIREE HEALTH CARE A	INV0003247	05/23/2019	NM RETIREE HEALTH CARE P	432-2-200-020-000	148.05
NM RETIREE HEALTH CARE A	INV0003247	05/23/2019	NM RETIREE HEALTH CARE P	435-2-200-020-000	124.92
NM RETIREE HEALTH CARE A	INV0003247	05/23/2019	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.60
NM RETIREE HEALTH CARE A	INV0003247	05/23/2019	NM RETIREE HEALTH CARE P	452-2-200-020-000	406.85
NM RETIREE HEALTH CARE A	INV0003247	05/23/2019	NM RETIREE HEALTH CARE P	628-2-200-020-000	239.85
NM RETIREE HEALTH CARE A	INV0003248	05/23/2019	NM Retiree HealthCare Law	401-2-200-020-000	2,509.14
NM RETIREE HEALTH CARE A	INV0003248	05/23/2019	NM Retiree HealthCare Law	431-2-200-020-000	24.46
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	**11,764.58**
Vendor: PRE-PAID LEGAL SERVICES INC					
PRE-PAID LEGAL SERVICES IN	INV0003222	05/23/2019	LEGAL SHIELD PAYABLE	401-2-200-022-000	281.00
PRE-PAID LEGAL SERVICES IN	INV0003222	05/23/2019	LEGAL SHIELD PAYABLE	402-2-200-022-000	170.40
				Vendor PRE-PAID LEGAL SERVICES INC Total:	**451.40**
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0003225	05/23/2019	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0003228	05/23/2019	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0003230	05/23/2019	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0003232	05/23/2019	J.JOHNSON 000088516	401-2-200-018-000	413.82
STATE OF NEW MEXICO	INV0003232	05/23/2019	J.JOHNSON 000088516	431-2-200-018-000	35.72
STATE OF NEW MEXICO	INV0003233	05/23/2019	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0003234	05/23/2019	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0003236	05/23/2019	000237989-SALSBERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0003237	05/23/2019	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003238	05/23/2019	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003239	05/23/2019	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0003240	05/23/2019	000324111-GODFREY	401-2-200-018-000	168.00
				Vendor STATE OF NEW MEXICO Total:	**1,887.48**
Vendor: STUART C COX, CHAPTER 13 TRUSTEE					
STUART C COX, CHAPTER 13	INV0003270	05/23/2019	GERARDO PADILLA-CASE#18-	401-2-200-011-000	150.00
				Vendor STUART C COX, CHAPTER 13 TRUSTEE Total:	**150.00**
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0003227	05/23/2019	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0003235	05/23/2019	0009646845 MATTA,RAY	402-2-200-011-000	189.98
				Vendor TEXAS CHILD SUPPORT SDU Total:	**348.29**
Vendor: UNITED WAY OF CHAVES COUNTY					
UNITED WAY OF CHAVES CO	INV0003221	05/23/2019	UNITED WAY PAYABLE	401-2-200-010-000	193.22
UNITED WAY OF CHAVES CO	INV0003221	05/23/2019	UNITED WAY PAYABLE	402-2-200-010-000	35.00
UNITED WAY OF CHAVES CO	INV0003221	05/23/2019	UNITED WAY PAYABLE	452-2-200-010-000	10.00
UNITED WAY OF CHAVES CO	INV0003221	05/23/2019	UNITED WAY PAYABLE	628-2-200-010-000	30.00
				Vendor UNITED WAY OF CHAVES COUNTY Total:	**268.22**
Vendor: VALERIE J. RAMIREZ					
VALERIE J. RAMIREZ	INV0003249	05/23/2019	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
				Vendor VALERIE J. RAMIREZ Total:	**92.31**
				Grand Total:	**20,974.19**

Fund Summary

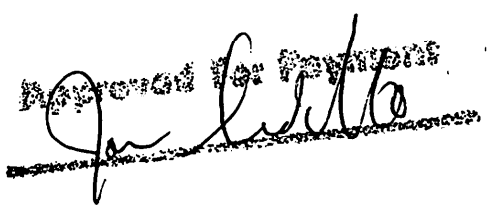
Fund	Expense Amount
401 - GENERAL FUND	16,473.87
402 - ROAD FUND	2,890.98
427 - INDIGENT HOSPITAL CLAIMS	173.44
431 - PUBLIC SAFETY GRANT	77.82
432 - DWI GRANT FUNDS	214.15
435 - CORRECTION GRANTS	139.40
437 - ENVIRONMENTAL TAX	51.60
452 - FLOOD CONTROL	683.08
628 - PROPERTY VALUATION	269.85
Grand Total:	**20,974.19**

Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	683.98
401-2-200-011-000	MISCELLANEOUS PAYABL	266.31
401-2-200-016-000	GLOBE LIFE PAYABLE	4,071.24
401-2-200-018-000	CHILD ENFORCEMENT P	2,213.92
401-2-200-020-000	RETIREE H/C PAYABLE	8,933.32
401-2-200-022-000	PRE-PAID LEGAL PAYABL	281.00
401-2-200-024-000	ALTONS POWER BLOCK	24.10
402-2-200-010-000	UNITED WAY PAYABLE	35.00
402-2-200-011-000	MISCELLANEOUS PAYABL	189.98
402-2-200-016-000	GLOBE LIFE PAYABLE	595.10
402-2-200-018-000	CHILD ENFORCEMENT P	138.46
402-2-200-020-000	RETIREE H/C PAYABLE	1,735.09
402-2-200-022-000	PRE-PAID LEGAL PAYABL	170.40
402-2-200-024-000	ALTONS POWER BLOCK	26.95
427-2-200-016-000	GLOBE LIFE PAYABLE	73.00
427-2-200-020-000	RETIREE H/C PAYABLE	100.44
431-2-200-010-000	UNITED WAY PAYABLE	9.24
431-2-200-016-000	GLOBE LIFE PAYABLE	8.40
431-2-200-018-000	CHILD ENFORCEMENT P	35.72
431-2-200-020-000	RETIREE H/C PAYABLE	24.46
432-2-200-016-000	GLOBE LIFE PAYABLE	66.10
432-2-200-020-000	RETIREE H/C PAYABLE	148.05
435-2-200-016-000	GLOBE LIFE PAYABLE	14.48
435-2-200-020-000	RETIREE H/C PAYABLE	124.92
437-2-200-020-000	RETIREE H/C PAYABLE	51.60
452-2-200-010-000	UNITED WAY PAYABLE	10.00
452-2-200-016-000	GLOBE LIFE PAYABLE	111.61
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	406.85
628-2-200-010-000	UNITED WAY PAYABLE	30.00
628-2-200-020-000	RETIREE H/C PAYABLE	239.85
	Grand Total:	**20,974.19**

Project Account Summary

Project Account Key	Expense Amount
None	20,974.19
Grand Total:	**20,974.19**



Chaves County, NM

Expense Approval Register

Packet: APPKT00995 - CHECK RUN/05/31/19

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMANDA BEAGLES-CLARK					
AMANDA BEAGLES-CLARK	CC019707	05/29/2019	GRANTS/05/23/19	650-6-684-228-000	10.00
				Vendor AMANDA BEAGLES-CLARK Total:	**10.00**
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-088778	05/23/2019	ACCT.#CHAVESCOUNTY	402-6-653-104-000	425.08
COOPERATIVE EDUCATIONAL	24-088946	05/28/2019	ACCT.#CHAVESCOUNTY	402-6-651-230-000	8.80
COOPERATIVE EDUCATIONAL	24-088982	05/28/2019	ACCT.#CHAVESCOUNTY	402-6-653-104-000	566.77
				Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	**1,000.65**
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9402044756	05/23/2019	ACCT.#926628	402-6-653-291-000	4,848.46
ERGON ASPHALT EMULSION	9402046590	05/28/2019	ACCT.#926628	402-6-653-291-000	3,060.41
ERGON ASPHALT EMULSION	9402046591	05/28/2019	ACCT.#926628	402-6-653-291-000	1,106.86
				Vendor ERGON ASPHALT EMULSIONS INC Total:	**9,015.73**
Vendor: ITS/QUEST INC					
ITS/QUEST INC	204030	05/15/2019	ACCT.#2369	401-6-691-104-000	585.00
ITS/QUEST INC	204201	05/22/2019	ACCT.#2369	401-6-691-104-000	668.57
				Vendor ITS/QUEST INC Total:	**1,253.57**
Vendor: JAMES JOHNSON					
JAMES JOHNSON	CC019724	05/29/2019	UNM CANCER CTR/05/29/19	650-6-684-228-000	20.00
JAMES JOHNSON	CC019725	05/29/2019	INMATE TO UNM CANCER	650-6-684-228-000	23.76
				Vendor JAMES JOHNSON Total:	**43.76**
Vendor: JIM HIGGINS					
JIM HIGGINS	CC019704	05/23/2019	PICK UP COMMAND UNIT/04	411-8-814-226-000	66.60
				Vendor JIM HIGGINS Total:	**66.60**
Vendor: KEEP AMERICA BEAUTIFUL INC					
KEEP AMERICA BEAUTIFUL I	2019AF4431	05/31/2019	KAB AFFILIATE DUES/2019	631-8-872-225-000	275.00
				Vendor KEEP AMERICA BEAUTIFUL INC Total:	**275.00**
Vendor: NEOPOST USA INC					
NEOPOST USA INC	11677204-7	05/19/2019	ACCT.#7900011001689986	401-6-619-339-000	2,000.00
				Vendor NEOPOST USA INC Total:	**2,000.00**
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC019709	05/21/2019	ACCT.#075706312-0781188-	412-8-815-341-000	29.03
				Vendor NEW MEXICO GAS COMPANY INC Total:	**29.03**
Vendor: NM TRD/PTD					
NM TRD/PTD	CC019708	05/30/2019	REG FEES/J. LATIMER/D. REE	628-7-733-224-000	570.00
NM TRD/PTD	CC019708	05/30/2019	LUNCH/4 DAYS	628-7-733-225-000	70.88
				Vendor NM TRD/PTD Total:	**640.88**
Vendor: ROBERT CORN					
ROBERT CORN	CC019695	05/30/2019	WIR CONFERENCE/05/14/19	401-6-611-225-000	1,000.33
				Vendor ROBERT CORN Total:	**1,000.33**
Vendor: ROBERTS TRUCK CENTER OF TX					
ROBERTS TRUCK CENTER OF	8022948	05/20/2019	ACCT.#W01202	402-6-653-221-000	93.97
ROBERTS TRUCK CENTER OF	8023079	05/16/2019	ACCT.#W01202	402-6-653-221-000	798.45
				Vendor ROBERTS TRUCK CENTER OF TX Total:	**892.42**
Vendor: RON LETHGO					
RON LETHGO	CC019706	05/29/2019	MEETING/05/23/19-05/24/1	401-7-731-225-000	274.74
				Vendor RON LETHGO Total:	**274.74**
Vendor: ROSWELL W.F.L., INC					
ROSWELL W.F.L., INC	10 BA-1	05/28/2019	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	5,400.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ROSWELL W.F.L., INC	10 WT-1	05/28/2019	CONTINUUM GRNT/FY 18-19	631-8-885-267-000	450.00
				Vendor ROSWELL W.F.L., INC Total:	**5,850.00**
Vendor: SENMA ELITE SOFTBALL					
SENMA ELITE SOFTBALL	001	05/25/2019	HIKE IT SPIKE IT/2019	631-8-872-260-000	550.00
				Vendor SENMA ELITE SOFTBALL Total:	**550.00**
Vendor: SUSAN GOLDSTROM					
SUSAN GOLDSTROM	CC019723	05/16/2019	NOTARY PULIC RENEWAL FEE	401-6-613-253-000	20.00
				Vendor SUSAN GOLDSTROM Total:	**20.00**
Vendor: TRAVIS HARDY					
TRAVIS HARDY	CC019705	05/22/2019	BATTERY FOR KEYFOB	401-7-752-230-000	31.98
				Vendor TRAVIS HARDY Total:	**31.98**
Vendor: TROOP 149 ASSUMPTION PARISH					
TROOP 149 ASSUMPTION PA	1002	05/25/2019	MEMORIAL DAY/2019	631-8-872-260-000	300.00
				Vendor TROOP 149 ASSUMPTION PARISH Total:	**300.00**
Vendor: TYLER TECHNOLOGIES					
TYLER TECHNOLOGIES	030-17244	05/01/2019	ACCT.#42486	401-7-751-249-000	65,513.90
				Vendor TYLER TECHNOLOGIES Total:	**65,513.90**
Vendor: VISUAL EDGE, INC					
VISUAL EDGE, INC	24693762	05/01/2019	ACCT.#003-1365133-000	408-8-812-251-000	108.82
				Vendor VISUAL EDGE, INC Total:	**108.82**
Vendor: WAKEFIELD OIL CO. INC.					
WAKEFIELD OIL CO. INC.	160283	05/28/2019	ACCT.#CHAVES	402-6-653-230-000	624.00
				Vendor WAKEFIELD OIL CO. INC. Total:	**624.00**
Vendor: XCEL ENERGY SERVICES INC					
XCEL ENERGY SERVICES INC	CC019711	05/23/2019	ACCT.#54-3943811-2	452-8-832-341-000	113.62
XCEL ENERGY SERVICES INC	CC019711	05/23/2019	ACCT.#54-0012497197-2	452-8-832-341-000	20.84
XCEL ENERGY SERVICES INC	CC019712	05/17/2019	ACCT.#54-3949471-2	650-6-684-341-000	10,066.12
XCEL ENERGY SERVICES INC	CC019713	05/20/2019	ACCT.#54-3943737-1	401-6-691-243-000	33.14
XCEL ENERGY SERVICES INC	CC019714	05/23/2019	ACCT.#54-3943782-6	412-8-815-341-000	60.00
XCEL ENERGY SERVICES INC	CC019714	05/23/2019	ACCT.#54-3943785-9	412-8-815-341-000	59.11
XCEL ENERGY SERVICES INC	CC019715	05/17/2019	ACCT.#54-3943798-4	401-6-691-243-000	44.76
XCEL ENERGY SERVICES INC	CC019716	05/21/2019	ACCT.#54-3943772-4	401-6-691-243-000	36.25
XCEL ENERGY SERVICES INC	CC019717	05/20/2019	ACCT.#54-0010784288-9	412-8-815-341-000	82.67
XCEL ENERGY SERVICES INC	CC019717	05/20/2019	ACCT.#54-3949421-2	412-8-815-341-000	88.59
XCEL ENERGY SERVICES INC	CC019718	05/17/2019	ACCT.#54-3949465-4	402-6-651-341-000	890.76
XCEL ENERGY SERVICES INC	CC019719	05/17/2019	ACCT.#54-1485939-1	401-6-693-341-000	30.14
XCEL ENERGY SERVICES INC	CC019720	05/21/2019	ACCT.#54-3943703-1	401-6-691-243-000	18.40
XCEL ENERGY SERVICES INC	CC019721	05/21/2019	ACCT.#54-3943686-9	401-6-691-243-000	32.52
XCEL ENERGY SERVICES INC	CC019722	05/23/2019	ACCT.#54-8936266-1	412-8-815-341-000	50.68
				Vendor XCEL ENERGY SERVICES INC Total:	**11,627.60**
				Grand Total:	**101,129.01**

Fund Summary

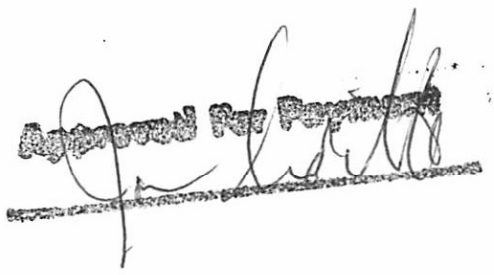
Fund	Expense Amount
401 - GENERAL FUND	70,289.73
402 - ROAD FUND	12,423.56
408 - EAST GRAND PLAINS VOLFIRE	108.82
411 - BERRENDO VOLUNTEER FIRE	66.60
412 - SIERRA VOLUNTEER FIRE FND	370.08
452 - FLOOD CONTROL	134.46
628 - PROPERTY VALUATION	640.88
631 - OTHER GRANTS & CONTRACTS	6,975.00
650 - DETENTION CONSTRUCTION PJ	10,119.88
Grand Total:	**101,129.01**

Account Summary

Account Number	Account Name	Expense Amount
401-6-611-225-000	PER DIEM EXPENSE	1,000.33
401-6-613-253-000	DUES & OTHER FEES	20.00
401-6-619-339-000	POSTAGE/FREIGHT	2,000.00
401-6-691-104-000	TEMPORARY SALARIES	1,253.57
401-6-691-243-000	HIGHWAY LIGHTS	165.07
401-6-693-341-000	UTILITIES	30.14
401-7-731-225-000	PER DIEM EXPENSE	274.74
401-7-751-249-000	EQUIP MAINT/AGREEME	65,513.90
401-7-752-230-000	SUPPLIES/TOOLS	31.98
402-6-651-230-000	SUPPLIES/TOOLS	8.80
402-6-651-341-000	UTILITIES	890.76
402-6-653-104-000	TEMPORARY SALARIES	991.85
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	892.42
402-6-653-230-000	SUPPLIES/TOOLS	624.00
402-6-653-291-000	ROAD PROJECTS-OTHER	9,015.73
408-8-812-251-000	RENTALS	108.82
411-8-814-226-000	MILEAGE REIMBURSEME	66.60
412-8-815-341-000	UTILITIES	370.08
452-8-832-341-000	UTILITIES	134.46
628-7-733-224-000	EMPLOYEE TRAINING	570.00
628-7-733-225-000	PER DIEM EXPENSE	70.88
631-8-872-225-000	PER DIEM	275.00
631-8-872-260-000	PROFESSIONAL SERVICE	850.00
631-8-885-267-000	OTHER CONTRACT SERVI	5,850.00
650-6-684-228-000	TRANSPORT PRISONERS	53.76
650-6-684-341-000	UTILITIES	10,066.12
Grand Total:		**101,129.01**

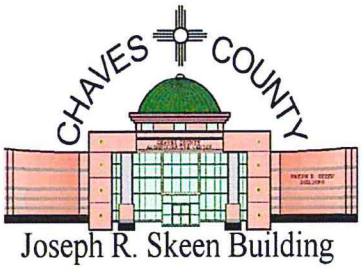
Project Account Summary

Project Account Key	Expense Amount
None	101,129.01
Grand Total:	**101,129.01**



Chaves County Clerk's Office

Dave Kunko
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Roswell, NM 88203
Phone: 575-624-6614
Fax: 575-624-6523
Email: coclerk@co.chaves.nm.us



COMMISSIONERS

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

Chaves County Clerk

Summary Report

05/01/2019-05/31/2019

CLERK FEES (EQUIPMENT)	**$**	**6,125.00**
GEN CLERK'S FEES	**$**	**16,054.60**
LIQUOR LICENSE	**$**	**-**
CHILDREN'S TRUST FUND	**$**	**420.00**
PROBATE	**$**	**682.50**
PHOTOCOPIES.....	**$**	**1,952.75**
GOVT GROSS RECEIPTS TAX	**$**	**175.32**
TOTAL AMOUNT:	**$**	**25,410.17**

TOTAL DOCUMENTS FILED	**924**
NEW MARRIAGE LICENSES	**28**
NEW PROBATES	**17**
NEW SURVEYS	**10**
NEW PLATS	**2**
VOTER CHANGES	**250**
NEW REGISTRANTS	**116**
REPUBLICANS	**15603**
DEMOCRATS	**9436**
LIBERTARIANS	**254**
OTHER	**7248**

May 2019 P-Card Report

Account	Department	Item Total
401-6-611 Total	Commissioners	$1,270.00
401-6-612 Total	County Manager	$343.72
401-6-613 Total	Human Resources	$1,763.03
401-6-614 Total	Safety	$3,756.98
401-6-616 Total	Fire & Emergency Services	$4,341.77
401-6-619 Total	Working Capital	$177.10
401-6-621 Total	Public Works	$2,221.49
401-6-622 Total	Information Technology	$1,981.74
401-6-624 Total	Planning & Zoning	$1,798.29
401-6-625 Total	Purchasing	$37.55
401-6-631 Total	Finance Dept	$2,429.43
401-6-632 Total	Community Development	$348.01
401-6-641 Total	Detention Administration	$1,704.20
401-6-642 Total	Adult Detention	$299.01
401-6-645 Total	Juvenile CCJD	$4,696.29
401-6-691 Total	Facility Maintenance	$11,705.68
401-6-692 Total	Courthouse Maintenance	$5,249.36
401-6-693 Total	Facility Maintenance. Health Dept.	$507.76
401-6-694 Total	Facility Maintenance. CC Road Dept.	$1,291.21
401-6-696 Total	Operating Exp - CCDC	$3,629.91
401-6-699 Total	St. Mary Complex	$8.07
401-7-721 Total	Clerk Admin	$2,605.34
401-7-722 Total	Clerk Bureau Elec.	$1,084.50
401-7-723 Total	Clerk Probate Judge	$7.19
401-7-731 Total	Assessor Admin	$1,185.47
401-7-732 Total	Assessor Appraisal	$222.57
401-7-741 Total	Treasurer Dept.	$862.79
401-7-751 Total	Sheriff Admin	$21,139.30
401-7-752 Total	Sheriff Patrol & Investigation	$4,065.12
402-6-651 Total	Road Admin	$1,307.32
402-6-652 Total	Road Shop	$10,483.68
402-6-653 Total	Road Construction & Maintenance	$21,165.45
407-8-811 Total	Dunken FD	$1,258.23
408-8-812 Total	East Grand Plains FD	$1,401.79
409-8-813 Total	Penasco FD	$2,423.70
410-8-816 Total	Midway FD	$4,019.26
411-8-814 Total	Berrendo FD	$7,863.38
411-8-828 Total	Berrendo FD	$957.91
412-8-815 Total	Sierra FD	$20,511.05
413-8-818 Total	Rio Felix FD	$369.50
414-8-819 Total	Fire District #8	$6,164.36

427-6-638 Total	Indigent	$165.79
430-7-753 Total	Law Enforcement	$4,920.80
432-7-761 Total	DWI	$2,203.04
432-7-765 Total	DWI	$50.18
437-6-659 Total	Environmental Tax	$18.56
452-8-832 Total	Flood Dept.	$10,276.28
620-7-725 Total	Clerk	$4,037.21
628-7-733 Total	Assessor	$22.20
631-8-872 Total	Other Grant's & Contracts	$4,767.35
631-8-889 Total	Other Grant's & Contracts	$15,637.45
635-6-682 Total	Emergency & Capital Outlay	$45,999.50
650-6-684 Total	CCDC Construction Fund	$43,313.80
670-6-671 Total	Internal Services	$8,872.94
Grand Total		$298,943.61

CCSO Mileage Report
May 2019

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
917	2018	Ford	Explorer	Alba, Alberto	19456	22445	2989
957	2014	Ford	Taurus	At Road Dept (Auto Shop Repair)	100490	100990	500
925	2018	Ford	Explorer	Barrientos, Miguel	19486	21881	2395
900	2013	Ford	Taurus	Beagles-Clark, Amanda	124324	126166	1842
960	2007	Ford	Crown Victoria	Burkowski, Michael	108751	109519	768
930	2014	Ford	Taurus	Cassidy, Maria	42305	42568	263
933	2017	Ford	Explorer	Childress, Colter (Wrecked)	26095	26095	0
901	2016	Ford	F-250 Crew Cab	Drake, Charles	100346	103428	3082
953	2010	Ford	Expedition	Drake,Charles/Spare	128040	128040	0
938	2015	Chevy	Caprice	Hardy, Travis	91400	93365	1965
947	2013	Chevy	Tahoe	Herrington, Mike	47874	48926	1052
909	2019	Ford	F-150	Hite, Laura (AC)	2169	3172	1003
905	2017	Ford	F-150	Hohle, Doug	37320	38822	1502
943	2014	Ford	Taurus	Johnson, James	81730	84277	2547
902	2009	Ford	F-150	Mason, James	185000	186578	1578
951	2010	Ford	Crown Victoria	McDaniel, Dallas	82919	83585	666
915	2008	Dodge	Charger	Ornelas, Daniel	95070	95685	615
922	2018	Ford	Explorer	Ouillette, Scott	9900	10623	723
956	2014	Ford	Taurus	Padilla, Olivia	107348	109059	1711
906	2013	Ford	Taurus	(Wrecked)	127643	127643	0
914	2018	Ford	Taurus	Parmer, Jeromy	16074	18300	2226
929	2013	Ford	Explorer	Perez, Agustin	62688	63356	668
923	2005	Ford	F-150	Perham, Doug	107250	107783	533
944	2014	Ford	Taurus	Ramirez, Giovanny	90895	91980	1085
911	2016	Ford	Expedition 4x4	Ramirez, Hector	71100	71817	717
912	2016	Ford	Expedition 4x4	Ramirez, Hector (wrecked)	127643	127643	0
941	2014	Ford	Taurus	Ramirez, Joel (wrecked)	84902	84902	0
913	2016	Ford	Expedition 4x4	Ray, Mike	60755	61499	744
934	2017	Ford	Explorer	Salas, Andres	61764	63437	1673
916	2018	Ford	Explorer	Sanchez, Jacob	11312	13072	1760
946	2014	Ford	Taurus	Sedillo Tony	113842	114718	876
903	2014	Ford	F-150	Serna, Jimmy (AC)	75366	77092	1726
955	2013	Ford	Focus	Serrano, Agustin (Civil)	93774	95442	1668
945	2014	Ford	Taurus	Silvas, Pedro	96215	98514	2299
948	2011	Ford	Crown Victoria	Spare	124478	124478	0
952	2010	Ford	Expedition	Spare	138575	138575	0
921	2013	Ford	Taurus	Spare (Pedro)(Wrecked)	135422	135422	0
937	2015	Chevy	Caprice	Spare/ Joel	74964	77543	2579
931	2008	Ford	Crown Victoria	Spare/Silvas	116861	116917	56
908	2013	Ford	Taurus	Spare/Stephenson	75270	75270	0
939	2015	Chevy	Caprice	Stephenson, Landon	79375	81430	2055
918	2006	Ford	Van	Transport	120159	120302	143
928	2010	Dodge	Van	Transport	154906	155013	107
961	2018	Ford	Van	Transport	5499	6312	813
962	2015	Dodge	Caravan	Transport	97420	98151	731
920	2008	Ford	Crown Victoria	Spare(Valderaz old unit)	91380	91380	0
935	2017	Ford	Explorer	Whitzel, David	50165	51851	1686
910	2014	Ford	F-150 4x4	Yslas, Charles	67069	69240	2171
						TOTAL:	**51517**

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 2019

Commission Meeting: June 27, 2019

Total Number of Arrests:	107
Adult:	107
Juvenile:	0
Total Number of DWI's:	9
Total Number of Arrest Citations:	12
Adult:	9
Juvenile:	3
Total Number of Traffic Citations:	187
Total Number of Accident Reports:	14

CHAVES COUNTY
ROAD DEPARTMENT
1505 East Brasher Road
Roswell, New Mexico 88203
Phone: 575-624-6610
Fax: 575-627-4360

Joseph R. Skeen Building

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 2019

MAN-HOURS	7,789.50	
MANPOWER COST		$222,851.30
MAN-HOURS ON ROAD PROJECTS	6,198.25	
MANPOWER COST ON ROAD PROJECTS		$180,957.57
MILES BLADED	129.40	
MILES MOWED	226.50	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,246.99	
VEHICLE AND EQUIPMENT COSTS		$207,806.73
GALLONS WATER HAULED	244,375.00	
COST OF CITY WATER		$223.40
COST OF PRIVATE BILLED WATER		$0.00
MATERIAL HAULED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	370.00	$5,741.20
BASE COURSE USED ON ROAD PROJECTS	2,320.00	$7,748.80
COLD MIX USED ON ROAD PROJECTS	37.80	$2,646.00
FINES USED ON ROAD PROJECTS	0.00	$0.00
MILLINGS	0.00	$0.00
PIT RUN USED ON ROAD PROJECTS	230.00	$1,380.00
RIP RAP USED ON ROAD PROJECTS	0.00	$0.00
ROAD OIL		$17,692.42
DEMURRAGE		$0.00
GAS (gallons)	2143.79	$5,234.71
DIESEL (gallons)	6675.10	$16,825.39
GAS - Dunken (gallons)	288.90	$703.07
DIESEL - Dunken (gallons)	509.40	$1,280.80
COST OF ROADWORK		$448,240.09
COST OF SOLID WASTE		$11,095.10

Joe E West

JOE E. WEST
ROAD OPERATIONS DIRECTOR