CHAVES COUNTY BOARD OF COMMISSIONERS
REGULAR BUSINESS MEETING AGENDA
June 25, 2018 –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

PROCLAMATION- DEXTER LADY DEMONS SOFTBALL TEAM

PRESENTATIONS- NMAC/NM MUNICIPAL LEAGUE SCOTT CHAMBERS (CCDC)

CHAVES COUNTY DWI PROGRAM

AGENDA ITEMS

A. PUBLIC HEARINGS

1. Case Z 2018-3 Special Use Permit in Area II, Zone A, Residential-Agricultural

2. Case Z 2018-6 Change of Use in Industrial District

3. Case Z 2018-7 Request for a Special Use Permit in Area II, Residential-Agricultural

B. AGREEMENTS AND RESOLUTIONS

4. Agreement A-18-014 State of NM Department of Finance and Administration Local Government Division

5. Agreement A-18-015 Ratify Agreement between State of NM and Keep Chaves County Beautiful

6. Agreement A-18-019 Agreement with BNSF to close railroad on Chickasaw Road

7. **A.** Agreement A-18-020 between Chaves County and ASPEN of New Mexico

   B.Agreement A-18-021 between Chaves County and Chaves County CASA

D.Agreement A-18-023 between Chaves County and Diane Taylor

E.Agreement A-18-024 between Chaves County and Dianna S. Meda

F.Agreement A-18-025 between Chaves County and The Every 15 Minutes Program

G.Agreement A-18-026 between Chaves County and Hagerman Municipal School

H.Agreement A-18-027 between Chaves County and Lake Arthur Municipal School District

I.Agreement A-18-028 between Chaves County and Frank G. Magourilos

J.Agreement A-18-029 between Chaves County and Character Counts for Project Graduation Celebration

K.Agreement A-18-030 between Chaves County and Roswell Refuge of Chaves County

L.Agreement A-18-031 between Chaves County and Serenity Counseling

M.Agreement A-18-032 between Chaves County and WINGS for L.I.F.E

8. **A.**Resolution R-18-0015 LGRF CAP

   B.Resolution R-18-016 LGRF CO-OP

   C.Resolution R-18-017 LGRF School Bus

9. Resolution R-18-018 Deletion of Property

10. Resolution R-18-019 Budget Adjustment Resolution

11. Resolution R-18-020 Hobson Road and U.S. 285 Intersection Upgrade

C. RFP/ITB'S

12. ITB 18-2 Uniforms for Chaves County Detention Center

D. OTHER BUSINESS

13. Permission to Publish for a Public Hearing Regarding Amending Ordinance No. 7 Chaves County Zoning Ordinance

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 — Case Z 2018-03 Special Use Permit
MEETING DATE: June 25, 2018 — in Area II, Zone A, Residential-Agricultural

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning

ACTION REQUESTED: Approve a Special Use Permit for an agriculturally related trucking business in a Residential – Agricultural District.

ITEM SUMMARY: The subject property is located 95 East Calusa Road. The applicants would like to use the property to park their trucks in Area II, Residential-Agricultural zoning district

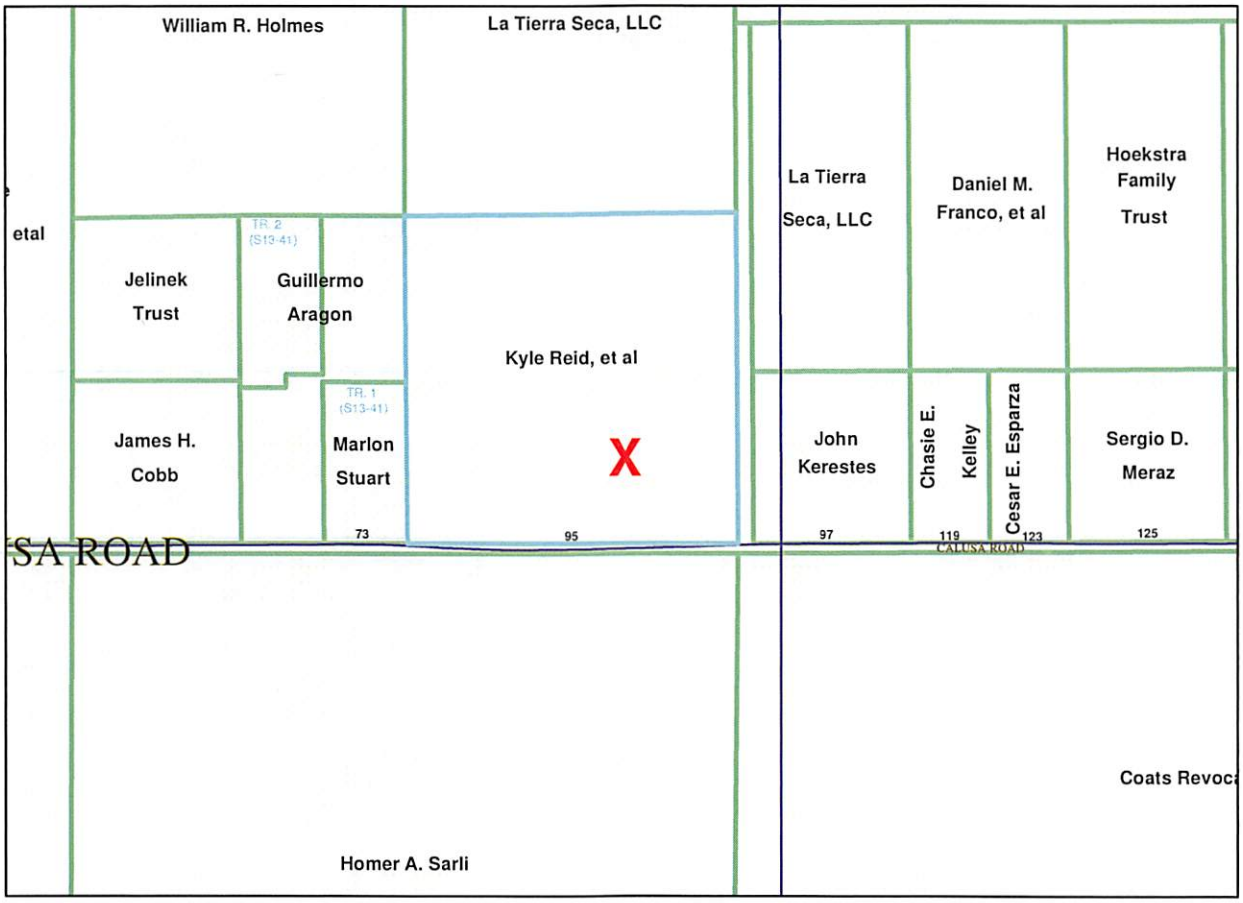
The Planning and Zoning Commission recommends approval of this Special Use Permit with the Findings of Fact listed in the Staff Review, with the additional Condition that there be no use of Jake breaks along this stretch of East Calusa Road.

SUPPORT DOCUMENTS: Vicinity Map, Staff Review, Application, Application Letter, Letter of Support, Aerial Photo 2014, Aerial Photo 2018, June 2018 Staff Photos

SUMMARY BY: Marlin J. Johnson

TITLE: Planning and Zoning Director

Vicinity Map



Case Z 2018-3 and Z 2018-4
95 E. Calusa Rd.

STAFF REVIEW
Z 2018-03

The subject property is located at 95 East Calusa Road and is 40 acres in size. The applicants purchased this property to park their trucks on about ten years ago and are now seeking approval for a Special Use Permit to allow such use. There are eight trucks in operation and all are used in agricultural-related operations. The property is about one mile east of Highway 285. There is a home, a shop and a couple other accessory buildings.

A rezone to Industrial District does not match the Comprehensive Plan, however a Special Use Permit can be considered on an individual basis. There are a number of residences on medium size parcels in this area, including about half a dozen within a quarter mile, the nearest about 150' from the property. Properties to the north and south are undeveloped. A Special Use Permit for a gun shop was recently approved on property one half mile to the west of the subject property.

No objections have been received from County Departments or other agencies. There have been concerns expressed from nearby landowners. Primary concerns include noise, dust and size of the operation. The verbal discussion noted no objection to the business, just concerns about future size and general impact.

It is possible for this type of use to fit a given neighborhood as trucking operations are not uncommon in some areas of the county. It is also possible that conditions that might be acceptable for the business operation might not be compatible with conditions that might be acceptable to the neighborhood and/or the County.

Gravelling driveway and parking areas could assist with dust concerns. Screening, with a fence, wall and/or vegetation can help with noise, appearance and dust. Setting the parking area farther from residential uses can also assist with noise, appearance and dust. The applicant has removed a large number of derelict vehicles from the property over the past few years per his application statement and evidenced in the aerial photos.

If this Special Use Permit is to be approved, conditions of approval could include:

1.) That the driveway and parking areas be graveled in accordance with the Zoning Ordinance;
2.) That there be a maximum of eight (8) trucks and that they only be for agriculturally related uses;
3.) That a maximum of two inoperable trucks be allowed to be stored on the property and that other miscellaneous junk and debris not be stored outside on the property;
4.) That no recreational vehicles, campers or trailers be inhabited on the property or hooked up to utilities;
5.) That the parking of trucks outdoor be in a neat and orderly manner and a minimum of three hundred feet (300') from east and west property lines,
6.) That screening (fence, wall or vegetative) be installed to buffer this use from the property to the east, and at the request of any established residential use (satisfactory to the Planning & Zoning Office and the Planning Commission);
7.) That a hard surface pad, concrete or asphalt, be installed and used for any maintenance operations, and that a catch basin be installed for any fluids, if necessary;
8.) That there be no business signage;
9.) That all State and Federal regulations be met and maintained;

10.) That any lighting used in conjunction with this use be shielded from surrounding existing and future residential uses and be night sky sensitive;
11.) That this approval be only for this applicant and not transferable; and
12.) That his matter be reviewed by the Planning Office to insure compliance, particularly with accomplishing the gravelling and screening requirements at six (6) months and twelve (12) months to insure these are completed in a timely manner;

Findings of Fact could include: small to medium size trucking operations are not uncommon in this area of the county; only agricultural-related trucking will be allowed; the proposed conditions will limit impact on neighboring properties;

If this request is to be denied;

Findings of Fact could include: The Comprehensive Land Use Plan shows this area for agricultural and rural residential; the use is not compatible with the uses of the surrounding properties; concerns cannot be sufficiently mitigated to the satisfaction of the County;

CHAVES COUNTY APPLICATION
CHAVES COUNTY ZONING ORDINANCE

Case Number: Z 2018-3 Date Received: 3-22-2018 Fee: $150.00

Type of Request: ☐ Rezoning ☑ Special Use ☐ Variance ☐ Change of Use

Name of Property Owner: Victor & Tiffany Regalado Phone Number: 575-626-0856

Mailing Address: PO Box 914

Name of Applicant: Victor Regalado

Mailing Address: PO Box 914 Home Phone Number: 734-5049

Business Phone Number: 626-0856

Applicant Status: ☑ Owner ☐ Agent ☐ Tenant ☐ Other

Case Address, Legal Description, and Parcel Number: 95 E. Calusa Rd. Dexter 54

Present Land Use:

Intended Use:

Present Zoning: Agricultural/ Residential Requested Zoning: SUP-

Applicant's Reason for Requested Change: (Use back if more space is needed)

Trucking Business Agricultural

I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC MEETINGS WHICH I OR MY AGENT MUST ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

Owner's Signature Date 3/22/18

Planning + Zoning Commission - May 1, 2018 @ 5:30PM

Chaves County Board of Commission - May 17, 2018 @ 9am

2/8/08

To whom it may concern:

I am Victor J Regalado, the owner of VP Trucking. I have had my trucking company here on 95 East Calusa for ten years. Within these ten years I have cleaned up at least a hundred junk cars. I have nine trucks and trailers all used for farming and agricultural purposes. Within one year I will remove all old truck tires. I will remove one RV that isn't any good and I am willing to put gravel from Calusa to where I park my trucks and trailers My hours of operation are normally from seven to seven and I also will be willing to plant some pine trees by the fence that divides me and my neighbor.

Sincerely,

Victor J. Regalado

CHEYENNE DAIRY, LLC
WILD WEST FARMS, LLC
SIDLEINE DAIRY, LLC
DAIRYLAND CATTLE COMPANY, LLC
185 E. Calusa Road
Dexter, New Mexico 88230
(575) 626-6204
FAX: (575) 734-5253
Email: melissaregalado920@gmail.com

March 20, 2018

Re: 95 E. Calusa Rd Dexter NM 88232

To Whom It May Concern,

It has been brought to our attention that the address of 95 E. Calusa Rd, has some semis' that are located there, we have no issue or concern with any of the activity located at 95 E. Calusa Rd. Should you have any questions or concerns please feel free to contact us by phone, or email listed above.

Sincerely,

David Hoekstra
Owner

mr

2014

2018

Cardinal

AGENDA ITEM: 2 Case Z 2018-06 Change of Use in Industrial District

MEETING DATE: June 25, 2018

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning

ACTION REQUESTED: Approve a request for Change of Use in Industrial District.

ITEM SUMMARY: The property is located at 6667 Old Chisum Trail and is described as Tract A2 of Survey 12-33 (aka: SW1/4NW1/4 of Section 23, T12S, R25E). The request is to change the use from a Construction Yard with associated uses and Oil & Gas well servicing to Dairy Supply Activities and Services, Trucking and Trucking Related Operations.

The Planning and Zoning Commission recommends approval with the Conditions and the Findings of Fact listed in the Staff Review.

SUPPORT DOCUMENTS: P&Z Draft Minutes, Vicinity Map, Staff Review, Application, Aerial Photo

SUMMARY BY: Marlin J. Johnson

TITLE: Planning and Zoning Director

Chaves County Planning & Zoning Commission	Chaves County	
Hearing Date: June 5, 2018	*Meeting Minutes*	Created By: Julia A. Torres

Members Present:
Andy Morley
Jerry Wagner
Melodi Salas

Members Absent:
Dale Rogers
Robbie White

Guests:
Carlos Hernandez Sias
Kay Meyers

Staff Present:
Marlin Johnson
Mary Rogers
Julia A. Torres

The Regular Meeting of the Chaves County Planning & Zoning Commission was held in the Commission Chambers at the Chaves County Administrative Center on June 5, 2018 beginning at 5:30PM.

Minutes

The minutes of the May 1, 2018 meeting were approved unanimously as submitted.

NEW BUSINESS

1. Case Z 2018-6

Request for a Change of Use in Industrial Zoning District to allow dairy related activities and services, trucking and trucking related operations on property described as S23 T12S R25E W2W2 S1024.77' N4918.04' W of St Rd 2 (aka Tr A2 per S13-33), parcel 4143071067348, address being 6667 Old Chisum Tr., Dexter

Marlin Johnson began the Staff Report by stating that the subject property was approximately 28 acres in size and zoned Industrial. Each individual and subsequent use requires approval by the Board of Commissioners and is subject to such conditions and restrictions as the Commission may impose. The applicant desires to change the use from a construction yard with associated uses approved in 1999 and oil & gas well servicing as approved in 2007 to allow all dairy supply activities and services, trucking and trucking related operations.

The owner desires to sell the portion of the property south of the road that divides the parcel in half to the co-applicant.

All surrounding properties are zoned Agricultural, but the two properties to the north have established commercial uses. The property has direct access onto Old Dexter Highway in addition to Old Chisum Trail.

The Comprehensive Plan projects Commercial and Industrial development all along this stretch of Old Dexter Highway. The existing zoning and the proposed uses are in accordance with the guidance of the Comprehensive Plan.

There have been no objections at the time of this report. The NM Department of Transportation has asked that we put on the record that the new owners obtain an Access Driveway Permit from them.

The change in uses appears to have no more impact than then existing permitted uses. Staff recommends approval of the request for a change of use in an Industrial District for all dairy supply activities and services, trucking and trucking related operations with the previously existing stipulations:

1.) That all New Mexico Environment Department and other State regulations be complied with continually;
2. That the proper driveway permits be obtained;
3.) That any lighting used be shielded from traffic and surrounding existing and future residential uses and be night sky sensitive;
4.) That the areas used for driveways and parking and storage of equipment be graveled in accordance with the Zoning Ordinance; and
5.) That detention be provided on site for storm water runoff;

Findings of Fact could include: the property is already zoned Industrial; the County Comprehensive Plan shows commercial and industrial development along Old Dexter Highway; there are numerous other commercial and industrial uses along in the vicinity; the change in uses does not represent higher intensity or impact

Acting Chair Morley asked if there was anyone present wishing to speak in favor or against the application.

Mr. Johnson responded that the applicant was not present.

Acting Chair Morley asked **Mr. Johnson** if this could be amended from Industrial to Commercial to say Industrial and Commercial so it won't come before the Commission again. He also wanted to know the difference between those two zoning districts.

Mr. Johnson responded that this was an Industrial type use. He explained that Industrial uses were heavier impact than Commercial. Commercial included retail and auto service. Industrial would be outside storage, and heavy equipment.

Acting Chair Morley was concerned that this applicant would come back in the future to request other uses other than Commercial based on the industry.

Mr. Johnson stated that this application was a Change of Use in Industrial District and not Commercial.

Commissioner Wagner wanted to understand the applicant's intention of wanting to park his trucks at this location. **Mr. Johnson** responded that that was what he wanted to do.

Commissioner Wagner made a motion to recommend approval of Case Z 2018-6 including the Conditions of Approval and Findings of Fact. Commissioner Salas seconded the motion. Motion carried by a 3-0 vote. This case is scheduled to be heard by the Chaves County Board of Commissioners on June 25, 2018 at 9 a.m.

2. Case Z 2018-5

Request for a Rezone to Industrial to allow trucking business and/or oilfield related services on property described as S3 T14S R24E NE4NW4 (Lot 3) aka Tr. 27 per S13-98, parcel # 4136080199070 address being 562 W. Chickasaw Rd., Hagerman

Marlin Johnson began the Staff Report by stating that the subject property was located at 562 West Chickasaw Road and 36 acres in size. The applicant desires to rezone to Industrial District for a trucking business. The property is currently zoned Agricultural.

There nearest residence is about 600 feet to the north on property adjacent to the Roswell Correctional Center. There are very few residences in this area. Access is via West Chickasaw Road, a County maintained road that extends eastward about five miles to Highway 285.

All zoning in this area is Agricultural. However, the Correctional Center represents a heavy industrial use. Allowing Industrial and/or Commercial zoning and uses in this area could negate the need to consider a Special Use Permit for other businesses.

No objections have been received from County Departments or from other agencies. There has been no objection from nearby landowners.

The Comprehensive Land Use Plan calls for rural agricultural in this area, but the area has been subdivided extensively into 40 acre and 160 acre parcels.

There is a need for areas that can be zoned for these types of industrial uses, particularly small to medium size trucking operations and perhaps oil field service businesses as well. The sparsity of residential uses, the proximity of the Correctional Center and the good access make this an area that could be deemed suitable for this proposal.

Since Staff has received a written objection to this application and there are covenants, they are not supporting this application for rezone.

A possibility would be to downgrade this application from a rezone to a Special Use Permit. The applicant has discussed the option of a Special Use Permit for a maintenance shop for four (4) trucks with the realtor, Todd Taylor. Staff has not received anything in writing or verbal from Mr. Paul Taylor or his attorney. The applicant did show **Mr. Johnson** an email that stated that Mr. Taylor would consider the Special Use Permit option.

Mr. Johnson stated that this board could pass this application to the Chaves County Board of Commissioners as a Special Use Permit for a maintenance shop for four (4) trucks if agreed upon by Paul Taylor or his attorney.

At this time, **Commissioner Salas** recused herself from voting on this application because of an ongoing professional working relationship with Paul Taylor, the property owner. If possible, she would like to participate in any discussion on this case.

Acting Chair Morley asked if there would be a quorum. **Mr. Johnson** responded that there was no quorum to vote on the case, but that the discussion would be appropriate so it could be passed on to the Board of Commissioners for a decision.

Acting Chair Morley would prefer to Continue this case until they have more information. **Mr. Johnson** thought this would be appropriate and that if there was no further action by the P&Z Commission it would automatically be considered as Continued and not passed on to the Chaves County Board of Commissioners.

Acting Chair Morley stated that he would like to respect the existing Covenants. **Mr. Johnson** agreed.

Acting Chair Morley invited the applicant to the podium.

Carlos Herandez Sias introduced himself as the applicant. He began by stating that he purchased the property from Todd Taylor. **Mr. Hernandez Sias** stated that at the time of purchase he informed Mr. Taylor of his plans of having a mobile home and a small shop.

Acting Chair Morley asked **Mr. Hernandez Sias** if he bought this property from the Taylors. **Mr. Hernandez Sias** responded that he did.

Acting Chair Morley asked **Mr. Johnson** who had put the Covenants on this property. **Mr. Johnson** responded that Paul Taylor did.

For clarification purposes, **Commissioner Salas** stated that the property owner was Paul Taylor and that his brother, Todd Taylor, was the one who sold the property.

Mr. Johnson commented that the County Attorney, Stan Riggs, had tried to contact Mr. Taylor's attorney but had not heard back from him.

Commissioner Salas asked **Mr. Hernandez Sias** if he had read the Covenants when he bought the property. **Mr. Hernandez Sias** did not recall seeing them.

The Commissioners thanked Mr. Hernandez Sias for being present. Since there was not a quorum for a vote, Case Z 2018-5 would be Continued for the next P&Z Commission meeting.

3. Z 2018-7

Request for a Special Use Permit to allow a second residence on property described as S15 T12S R25E W2SE4 S1026.76' E212.12' W694', parcel # 4142070321478, address being 161 Vista Largo Rd., Dexter

Marlin Johnson began the Staff Report by stating that the subject property was located at 161 Vista Largo Road and was 5 acres in size. The request is for a Special Use Permit for a second residence for the daughter for caregiver purposes.

Both homes will be served by a shared domestic well and each will have a septic system. There is a mix of established residential and agricultural uses in the area. The subject property and all neighboring properties are zoned Residential-Agricultural or Agricultural. There have been no comments received from the public.

There are a number of derelict vehicles on the property. The applicant has indicated a willingness to work on removing some of them over time, including a few within the first year.

The Chaves County Comprehensive Plan does support a second, accessory, living quarters on a temporary basis when requests are accompanied by medical or other pertinent documentation. Staff recommends approval of this Special Use Permit to allow a manufactured home as a second residence with the following stipulations:

1.) That the Special Use Permit be for a 3 year period or until such time that the special care is no longer required, whichever is sooner;
2.) That 3 year reviews be administrated by Staff and only brought back before the Commission on an as needed basis;
3.) That one year reviews be administrated by Staff to monitor progress on removal of derelict vehicles, several in the first year, plus one per year over time;
4.) That all State Engineer and NM Environment Department regulations that apply to the use be complied with; and
5.) That the second residence be removed from the property within 90 days of the time that the parental caretaking situation is no longer needed;

Findings of Fact could include: there is a letter from the VA that suffices as pertinent information; the residence is only temporary until the need changes; appropriate conditions and safeguards are imposed to protect the general plan and to conserve and protect the property values in the neighborhood; there are no objections from neighboring landowners; the property will be gradually enhanced with removal of derelict vehicles

Acting Chair Morley asked if there was anyone wishing to speak in favor or against the application.

Kay Meyers introduced herself as the applicant. Her father, Kenneth Riley, is 80 years old, on oxygen and has heart problems. They have removed and will continue to remove some of the derelict vehicles off the property.

Both **Acting Chair Morley** and **Commissioner Salas** thanked Mr. Riley for his services.

Commissioner Wagner made a motion to recommend approval of Case Z 2018-7 as submitted, including the Conditions of Approval and Findings of Fact. Commissioner Salas seconded the motion. Motion carried by a 3-0 vote. This case is scheduled to be heard by the Chaves County Board of Commissioners on June 25, 2018 at 9 a.m.

4. Case Z 2018-8

A Proposed Amendment to Chaves County Zoning Ordinance No. 7 regarding Use Regulations in the Industrial District

Marlin Johnson began the Staff Report by stating that Staff was requesting the Chaves County Planning & Zoning Commission to consider a proposed amendment to the Chaves County Zoning Ordinance. (The Roswell–Chaves County Extraterritorial Zoning Ordinance is proposed to be amended in a similar manner.)

The situation that brings this to the forefront is Case Z 2018-06 that you heard earlier this evening. Staff feels this is a prime example why changes of use in Industrial District that represent equal or lesser impact might be approved administratively.

ARTICLE XIII – Industrial - Zone D – District Regulations

Section 1. B. Use Regulations. A building or premises shall be used only for the following purposes as each individual and subsequent use is approved by the Board of Chaves County Commissioner, subject to such conditions and restrictions as they may impose.

This requires that a Change in Use application is required every time an Industrial Zoned parcel has a change in use, even if that change in use is to a use with equal or lesser impact. Impact can include hours of operation, noise, lighting, traffic, views, air quality issues, water and wastewater issues and aesthetics. There is also the fact that neighborhoods and neighbors change over time.

We can choose to continue to micromanage all industrial uses or we can give administrative authority to the Planning Director to determine if the proposed "change in use" is of equal or lesser impact, and allow administrative approval if so.

ARTICLE XIII – Industrial - Zone D – District Regulations

Section 1. B. Use Regulations. A building or premises shall be used only for the following purposes as ~~each individual and subsequent use is~~ approved by the Board of Chaves County Commissioners, subject to such conditions and restrictions as they may impose. The Planning Director may administratively approve and amend an approved change of use, including conditions of approval, upon determining a proposed change of use is of equal or lesser impact. Uses determined to not meet said criteria shall be subject to a Change of Use application and review and approval by the Commission.

Staff recommends that Chaves County Ordinance No. 7, the Zoning Ordinance, be amended per the ~~strikethroughs~~ and added language as noted above in Article XIII, Section 1. B.

The Commissioners liked the proposed amendment.

Commissioner Salas made a motion to recommend approval of Case Z 2018-8 as submitted. This case is scheduled to be heard by the Chaves County Board of Commissioners on June 25, 2018 at 9 a.m.

There being no other business listed on the agenda or to come before the Commission, the meeting adjourned at 5:59PM.

Approved this _____ day of _____, 2018

_____ _____

Chairman Attest

Note: The minutes of this meeting are on file in the Chaves County Planning and Zoning office for review, upon request.

DRAFT

Vicinity Map

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Case Z 2018-6
6667 Old Chisum Trl.

STAFF REVIEW
Z 2018-06

The subject property is approximately 28 acres in size and zoned Industrial. Each individual and subsequent use requires approval by the Board of Commissioners and is subject to such conditions and restrictions as the Commission may impose. The applicant desires to change the use from a construction yard with associated uses approved in 1999 and oil & gas well servicing as approved in 2007 to allow all dairy supply activities and services, trucking and trucking related operations.

The owner desires to sell the portion of the property south of the road that divides the parcel in half to the co-applicant.

All surrounding properties are zoned Agricultural, but the two properties to the north have established commercial uses. The property has direct access onto Old Dexter Highway in addition to Old Chisum Trail.

The Comprehensive Plan projects Commercial and Industrial development all along this stretch of Old Dexter Highway. The existing zoning and the proposed uses are in accordance with the guidance of the Comprehensive Plan.

There have been no objections at the time of this report. There were no concerns raised by County Departments or other agencies.

The change in uses appears to have no more impact than then existing permitted uses. Staff recommends approval of the request for a change of use in an Industrial District for all dairy supply activities and services, trucking and trucking related operations with the previously existing stipulations:

1.) That all New Mexico Environment Department and other State regulations be complied with continually;
2. That the proper driveway permits be obtained;
3.) That any lighting used be shielded from traffic and surrounding existing and future residential uses and be night sky sensitive;
4.) That the areas used for driveways and parking and storage of equipment be graveled in accordance with the Zoning Ordinance; and
4.) That detention be provided on site for storm water runoff;

Findings of Fact could include: the property is already zoned Industrial; the County Comprehensive Plan shows commercial and industrial development along Old Dexter Highway; there are numerous other commercial and industrial uses along in the vicinity; the change in uses does not represent higher intensity or impact;

CHAVES COUNTY APPLICATION
CHAVES COUNTY ZONING ORDINANCE

Case Number: Z 2018-06 Date Received: May 3, 2018 Fee: 150.00

Type of Request: ☐ Variance ☑ Change of Use

Name of Property Owner: Coble Dairy Supply, Inc. Phone Number: cell 575-317-4364

Mailing Address: 1411 Circle Diamond DR, Roswell, NM 88203

Name of Applicant: co-applicant Ker Richardson

Mailing Address: 3304 East Poe Home Phone Number: 626-8424

Roswell, NM 88203 Business Phone Number: _____

Applicant Status: ☒ Owner ☐ Agent ☐ Tenant ☐ Other _____

Case Address. Legal Description. and Parcel Number: 6667 OLD CHISUM TR, DEXTER, NM 88230

S: 23 T: 12S R: 25E W2W2 S 1024.77' N4918.04' W OF ST RD 2 (AKA TR A2 PERS12-33) BK 715 PG 318 SMD

Parcel Number: 4-143-071-067-348

Present Land Use: All Dairy Supply Activities and Services

Intended Use: All Dairy Supply Activities and Services & Trucking and Trucking related operations

Present Zoning: Ind Requested Zoning: Ind

Applicant's Reason for Requested Change: (Use back if more space is needed)

Updating County Records

I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC MEETINGS WHICH I OR MY AGENT MUST ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

Owner's Signature _____ Date 5-3-18

Aerial Map

N
W E
S

Case Z 2018-6
6667 Old Chisum Trl.

AGENDA ITEM: 3 Case Z 2018-07 Request for a Special Use Permit
MEETING DATE: June 25, 2018 in Area II, Residential-Agricultural

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Planning and Zoning

ACTION REQUESTED: Approve a Special Use Permit to allow a second residence for family caregiver purposes.

ITEM SUMMARY: The property is located 161 Vista Largo Road, described as part of the W1/2SE1/4 of Section 10, T12S, R25E. The proposal is to allow a second home for the daughter of the applicant.

The Planning and Zoning Commission recommends approval with the stipulations and the Findings of Fact listed in the Staff Review.

SUPPORT DOCUMENTS: Vicinity Map, Staff Review, Application, Medical Note, Aerial Photo

SUMMARY BY: Marlin J. Johnson

TITLE: Planning and Zoning Director

Vicinity Map

Case Z 2018-7
161 Vista Largo Rd.

STAFF REVIEW
Z 2018-07

The subject property is located at 161 Vista Largo Road and is 5 acres in size. The request is for a Special Use Permit for a second residence for the daughter for caregiver purposes.

Both homes will be served by a shared domestic well and each will have a septic system. There is a mix of established residential and agricultural uses in the area. The subject property and all neighboring properties are zoned Residential-Agricultural or Agricultural. There have been no comments received from the public.

There are a number of derelict vehicles on the property. The applicant has indicated a willingness to work on removing some of them over time, including a few within the first year.

The Chaves County Comprehensive Plan does support a second, accessory, living quarters on a temporary basis when requests are accompanied by medical or other pertinent documentation. Staff recommends approval of this Special Use Permit to allow a manufactured home as a second residence with the following stipulations:

1.) That the Special Use Permit be for a 3 year period or until such time that the special care is no longer required, whichever is sooner;
2.) That 3 year reviews be administrated by Staff and only brought back before the Commission on an as needed basis;
3.) That one year reviews be administrated by Staff to monitor progress on removal of derelict vehicles, several in the first year, plus one per year over time;
4.) That all State Engineer and NM Environment Department regulations that apply to the use be complied with; and
5.) That the second residence be removed from the property within 90 days of the time that the parental caretaking situation is no longer needed;

Findings of Fact could include: there is a letter from a physician that supports the need for special care; the residence is only temporary until the need changes; appropriate conditions and safeguards are imposed to protect the general plan and to conserve and protect the property values in the neighborhood; there are no objections from neighboring landowners; the property will be gradually enhanced with removal of derelict vehicles;

P+Z Commission on June 5 at 5:30PM — BOC June 21, 2018 at 9:00 AM

SPECIAL USE PERMIT APPLICATION FOR A SECOND RESIDENCE

Case Number: Z-2018-07 Date Received: 5-4-18 Fee: 150.00

Name of Property Owner: Kenneth Riley Phone Number: (575) 910-2404

Mailing Address: 161 Vista Largo Rd Dexter NM 88230

Name of Applicant: Kenneth Riley / KAY Meyers 910-2534

Mailing Address: 161 Vista Largo Rd Home Phone Number: (575) 910-2404

City, State, Zip: Dexter NM 88230 Business Phone Number:

Applicant Status: ☑ Owner ☐ Agent ☐ Tenant ☐ Other

Site Address: 161 Vista Largo Rd ☐ ETZ ☒ Chaves County

Property Legal Description: W1/2 SE1/4

UPN:

Present Land Use: Residential

Intended Land Use: Residential

Present Zoning: Residential/Agricultural

Applicant's Reason for Requested Change: (Use back if more space is needed) For family Caretaker purposes

Letter from Medical Provider Attached: ☐

I ACKNOWLEDGE THAT I HAVE BEEN INFORMED OF THE DATES, TIMES, AND LOCATIONS OF THE PUBLIC MEETINGS WHICH I OR MY AGENT MUST ATTEND IN ORDER TO FULFILL THE REQUIREMENTS OF THIS APPLICATION.

Owner's Signature Date 5-4-18

Application Instructions, Code Information and Permit Requirements listed on Reverse

01/01/14

MEDICAL RECORD | CONSULTATION SHEET

RILEY,KENNETH LEE SC LESS THAN 50%
XXX-XX-9567 12/12/1937 (Age: 80) SC VETERAN
161 VISTA LARGO ROAD
DEXTER NEW MEXICO 88230 Phone: (575)623-3378

Consult Request: Consult
|Consult No.: 3424643

To: HOME OXYGEN REQUEST
From: ABQ HOME O2 TELEPHONE/DNP-X |Requested: 03/21/2018 1:26 pm

Requesting Facility: RAYMOND G. MURPHY VAMC |ATTENTION: PELTIER,GENTRY P

Current Primary Care Provider: FARMER,GARY L
Current Primary Care Team: ARTESIA TEAMLET #01 *WH*

REASON FOR REQUEST: (Complaints and findings)
Home Oxygen Request: 02 renewal

Home O2 Renewal (99 mo.)

**Rx: O2: 3 L/min via PAP @HS
2 L/min via NC with exertion

VHA Qualifying Diagnosis:
Sleep apnea, Exertional Hypoxia, COPD

Initial Order/O2 Start Date: Aug 6,2015

INDICATION:
Exercise O2 Sat <89%, Frequent nocturnal O2 Sat < 89%

PRESCRIPTION FOR HOME OXYGEN:
Nasal Cannula - TLC
O2 delivered via tubing connected to VHA owned Nasal CPAP/BiPAP
Humidification

PRIMARY DELIVERY SYSTEM:
Compressed Gas
# of tanks: 30
Size of tanks: All
Concentrator
O2 Conserving Device (Electronic O2 demand device(Chad type or equivalent)

Patient requires Home O2 Clinic evaluation in:
12 months

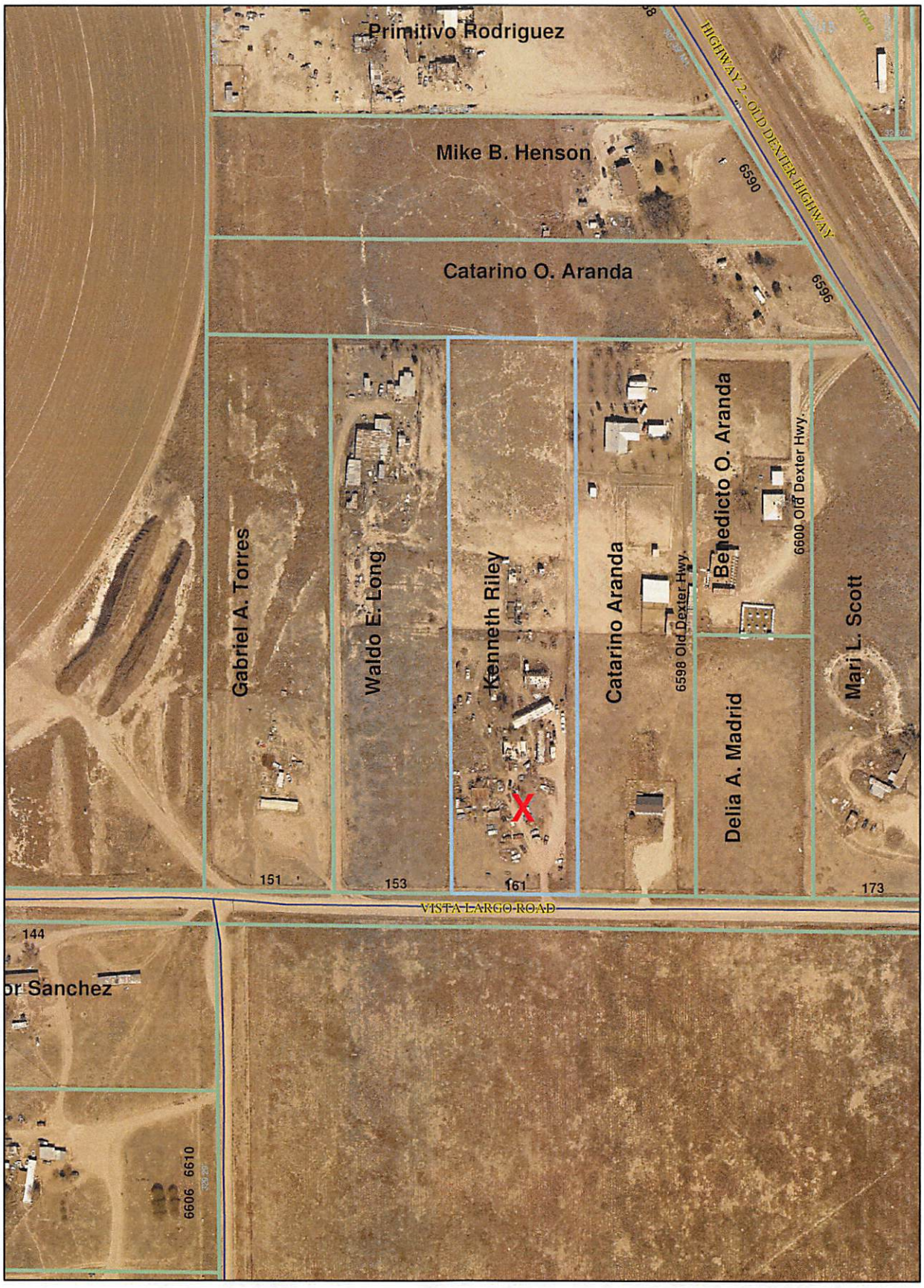
Comments:
**Home O2 Renewal.

AUTHOR & TITLE: |DATE:

ID #:_____|ORGANIZATION:RAYMOND G. MURPHY |REG #:____ |LOC: ABQ HOME O2

Standard Form 513 (Rev 9-77)

Aerial Map



N
W E
S

Case Z 2018-7
161 Vista Largo Rd.

AGENDA ITEM: 4

Agreement A-18-014 between Chaves County and the State of New Mexico, DFA/Local Government Division for DWI Local Grant FY 18/19

MEETING DATE: 06/25/2018

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested: Approval of Agreement A-18-014

Item Summary:

Chaves County DWI program was awarded $28,000.00 in Local DWI grant funds for Fiscal Year 2018-2019.

The term of the Agreement will start on July 1, 2018 and will extend to June 30, 2019.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-18-014

Summary by: Lucia Serrano

Title: DWI Coordinator

SUSANA MARTINEZ
GOVERNOR

RICK LOPEZ
DIRECTOR

DUFFY RODRIGUEZ
CABINET SECRETARY

JOLENE SLOWEN
DEPUTY DIRECTOR

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

May 23, 2018

The Honorable Commissioner Robert Corn
Chaves County Commission Chair
PO Box 1817
Roswell, NM 88202

Dear Commissioner Corn:

Enclosed are two DWI Grant Agreements for the project #19-D-G-03 for your review and approval. **Please note that original signatures and notarization are required on page 9 of both copies of the Agreement.** After signature and notarization, please return both original copies of the Agreement to us for execution. We will send one fully executed copy of the Agreement for your files.

Reimbursement requests for expenditures made prior to the full execution of the DWI Grant Agreement will not be accepted.

If you have any questions or require additional information, please feel free to contact Luci Kelly, DWI Program Manager of my staff at (505) 827-4958.

Sincerely,

Rick Lopez, Director
Local Government Division

xc: Lucia Serrano, DWI Coordinator
File

Enclosures

A-18-014

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

DWI GRANT AGREEMENT
Project No. 19-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 24, 2018, the DWI Grant Council awarded the Grantee **$28,000.00** to support programs to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico ("Project"); 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 Project Description, attached hereto as Exhibit "A" and made a part of this Grant Agreement.

B. The Grantee agrees to make no change to the Project 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. Upon being duly executed by the Division, the term of this Grant Agreement shall be from **July 1, 2018** through **June 30, 2019.**

B. In the General Appropriation Act of 2018, Section 3. General Provisions C. states, "Amounts set out in Section 4 of the General Appropriation Act of 2018, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2019 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 HIPAA, the Health Insurance Portability and Accountability Act of 1996 (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 accomplishments and/or problems and delays encountered to date, 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, 2018**.

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, 2018**, **January 31, 2019**, and **April 30, 2019** for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Project. 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 Project and shall be submitted no later than **July 10, 2019.**

D. Annual Report

1. The Grantee shall submit to the Division one copy of the Annual Report for this Project. 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.

2. The Annual Report shall be submitted no later than **July 31, 2019.**

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 **Twenty Eight Thousand Dollars and No Cents ($28,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", and made a part hereof. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the budget categories of said budget by more than 10 percent of the total grant amount 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 Category Form, including any Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and capital outlay 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 Project 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 Project 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 Project 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 Project, including all Project 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 provisions: "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 Project 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

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. Such records shall be preserved for a period of not less than six (6) years following completion of all the conditions of this Grant Agreement.

ARTICLE VIII - REPRESENTATIVES

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

Name:	Lucia Serrano
Title:	DWI Coordinator
Address:	#1 St. Mary's Place Roswell, NM 88203
Phone:	575-624-6637
Email:	lserrano@co.chaves.nm.us

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

Name:	Luci Kelly
Title:	DWI Program Manager
Address:	Department of Finance and Administration Local Government Division Bataan Memorial Building, Suite 203 Santa Fe, NM 87501
Phone:	(505) 827-4958
Email:	LUCI.KELLY@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) (86 %)** 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 outlay 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, 2018,** 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, 2018,** 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, 2018,** 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, 2018.**

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 it 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's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date."

[Remainder of page intentionally left blank.]

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

THIS GRANT AGREEMENT has been approved by:

COUNTY OF CHAVES
By:_____ _____
Authorized Signatory Date

_____
(Type or Print Name)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____.

_____
Notary Public

My Commission Expires: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

By:_____ _____
Rick Lopez, Director Date

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

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____.

_____
Notary Public

My Commission Expires:_____

EXHIBIT "A"

PROJECT DESCRIPTION

Name of Grantee: County of Chaves
Grant No.: 19-D-G-03
Grant Amount: $28,000.00

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

Grantee: Chaves **Quarter:** _____

To be completed by DWI Coordinator	To be completed by LDWI Program Manager
Date Sent:	Date Received:
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 ___ Treasurer's Report	Distribution: ___Exhibit F & F(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation ___ Treasurer's Report
Detox Grant (if applicable): ___Exhibit D & D(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation	Detox Grant (if applicable): ___Exhibit D & D(1) ___Exhibit G ___Exhibit G In-Kind ___Backup Documentation
___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 Attached Managerial Data Set (MDS) Quarterly Report
___Complete, Review & **Attach** ADE Screening & Tracking Quarterly Report	___Review Attached 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 (Accomplishments and problems. Include solutions to any problems)	___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.

Grantee Representative	Print Name	Date
County/City Official	Print Name	Date

I certify that I have reviewed all attached items/documents submitted and that all necessary information/forms are included and are accurate.

LDWI Program Manager	Print Name	Date

Exhibit C

Local DWI Grant Fund
Revenue/Expenditure Summary

Applicant/Grantee
Chaves County

Project No.: 19-D-G-03

Total Grant Funds
$28,000.00

REVENUES BY SOURCE		EXPENDITURE BY CATEGORY	Grant Expenditures	In-Kind/Match Local Funds	TOTAL Budget
		ADMINISTRATIVE*			
Local DWI Program Grant	28,000.00	Personnel Services			0.00
		Employee Benefits			0.00
		Travel			0.00
Local Match (Cash or In-Kind)		Contractual Services			0.00
Program Generated Fees	24,000.00	Operating Expenses			0.00
County					
City		**PROGRAM**			
Judicial/Courts		Personnel Services			0.00
Other (list):		Employee Benefits			0.00
		Travel (In-State)			0.00
		Travel (Out-of-State)			0.00
		Supplies			0.00
		Operating Costs			0.00
		Contractual Services	28,000.00	24,000.00	52,000.00
		Minor Equipment			0.00
		Capital Outlay*			0.00
TOTAL REVENUES	**52,000.00**	**TOTAL EXPENDITURES**	**28,000.00**	**24,000.00**	**52,000.00**

(*) Capital Outlay cannot exceed 10%

10% = 2,800.00

Exhibit C (1)

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Grant Expenditures:

	Budget
Prevention	
Enforcement	
Screening	
Domestic Violence	
Treatment: Outpatient/Jailbased	28,000.00
Compliance Monitoring/Tracking	
Coordination, Planning & Evaluation	
Alternative Sentencing	
Totals:	28,000.00
ck	28,000.00

Chaves County
PO Box 1817
Roswell, NM 88202

575-624-6576
19-D-G-03

In-Kind/Match Expenditures:

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

EXHIBIT C(1)

Tot. Bud. Expd:	52,000.00	ck	52,000.00

Exhibit D

LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Payment Request No.: 1

I. A. Grantee:	Chaves County	**II. Payment Computation:**	
B. Address:	PO Box 1817	**A. Grant Award:**	$28,000.00
	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:**	$28,000.00
D. Grant No.:	19-D-G-03	**III. Report Period Ending:**	30-Sep-18

28,000.00

Budget Categories	Approved Budget			Expenditures Year to Date			Expenditures This Request			
	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Budget	Grant Funds	In/Kind Match	Total Expenditures	
ADMINISTRATIVE*										
Personnel Services		0.00	0.00		0.00	0.00			0.00	Per. Serv.
Employee Benefits		0.00	0.00		0.00	0.00			0.00	Empl. Ben.
Travel		0.00	0.00		0.00	0.00			0.00	Travel In
Contractual Services		0.00	0.00		0.00	0.00			0.00	Contract
Operating Expenses		0.00	0.00		0.00	0.00			0.00	Operating
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	28,000.00	24,000.00	52,000.00	0.00	0.00	0.00			0.00	Contractual
Minor Equipment	0.00	0.00	0.00	0.00	0.00	0.00			0.00	Minor Equip
Capital Outlay*	0.00	0.00	0.00	0.00	0.00	0.00			0.00	Capital Outl
TOTAL EXPENDITURES	**28,000.00**	**24,000.00**	**52,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	
						0.00			0.00	

IV. 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 Project Representative Date

Exhibit D (1)

LOCAL DWI GRANT PROGRAM

Request for Payment/Financial Status Report
Breakdown By Program Component Expenditures D(1)

Grantee: Chaves County
Project No.: 19-D-G-03
Request No. 1

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

Grant Expenditures:

	Budget	This Request	YTD
Prevention	0.00		0.00
Enforcement	0.00		0.00
Screening	0.00		0.00
Domestic Violence	0.00		0.00
Treatment: Outpatient/Jailbased	28,000.00		0.00
Compliance Monitoring/Tracking	0.00		0.00
Coordination, Planning & Evaluation	0.00		0.00
Alternative Sentencing	0.00		0.00
Totals:	28,000.00	0.00	0.00

In-Kind/Match Expenditures:

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

		Check
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.

Name _____ Title _____ Date _____

Exhibit G - Grant

Detailed Breakdown By Budget Category

LOCAL DWI GRANT PROGRAM

Grantee: Chaves County
Project No.: 19-D-G-03
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	Check Number	Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job title	Check Number	Amount	Component

Total Employee Benefits: 0.00

Travel (In-State)

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Component

Total Travel (In-State): 0.00

Travel (Out-of-State)

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Component

Total Travel (Out-of-State): 0.00

Supplies (*Please list Prevention Giveaways/Promotional Items separately below)

Date of Order	Check Date	Vendor/Item	Description	Check Number	Amount	Component

*Prevention Giveaways/Promotional Items

Total Supplies: 0.00

Operating Costs

Period Covered	Check Date	Vendor/Item	Description	Check Number	Amount	Component

Total Operating Costs: 0.00

Contractual Services

Period Covered	Check Date	Vendor	Description	Check Number	Amount	Component

Total Contractual Services: 0.00

Minor Equipment

Date of Order	Check Date	Vendor/Item	Description	Check Number	Amount	Component

Total Minor Equipment: 0.00

Capital Outlay

Date of Order	Check Date	Vendor/Item	Description	Check Number	Amount	Component

Total Capital Outlay: 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 or on file for review. 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.

Name	Title	Date

Exhibit G - Grant In-Kind/Match

Detailed Breakdown By Budget Category

LOCAL DWI GRANT PROGRAM

Grantee:	Chaves County	**Total Grant Funds Requested This Request:**	0.00
Project No.:	19-D-G-03	**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	Check Number	Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job Title	Check Number	Amount	Component

Total Employee Benefits: 0.00

Travel

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Component

Total Travel: 0.00

Contractual Services

Period Covered	Check Date	Vendor	Description	Check Number	Amount	Component

Total Contractual Services: 0.00

Operating Costs

Period Covered	Check Date	Vendor/Item	Description	Check Number	Amount	Component

Total Operating Costs: 0.00

PROGRAM

Personnel Services

Pay Period	Name	Job Title	Check Number	Amount	Component

Total Personnel Services: 0.00

Employee Benefits

Pay Period	Name	Job Title	Check Number	Amount	Component

Total Employee Benefits: 0.00

Travel (In-State)

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Component

Total Travel (In-State): 0.00

Travel (Out-of-State)

Date of Travel/Location	Purpose of Travel	Check Date	Name	Check Number	Amount	Component

Total Travel (Out-of-State): 0.00

Supplies

Date of Order	Check Date	Vendor/Item	Description	Check Number	Amount	Component

Total Supplies: 0.00

Operating Costs

Period Covered	Check Date	Vendor/Item	Description	Check Number	Amount	Component

Total Operating Costs: 0.00

Contractual Services

Period Covered	Check Date	Vendor	Description	Check Number	Amount	Component

Total Contractual Services: 0.00

Minor Equipment

Date of Order	Check Date	Vendor/Item	Description	Check Number	Amount	Component

Total Minor Equipment: 0.00

Capital Outlay

Date of Order	Check Date	Vendor/Item	Description	Check Number	Amount	Component

Total Capital Outlay: 0.00

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 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.

Name _____ Title _____ Date _____

AGENDA ITEM: 5

Requesting Ratification of Agreement A-18-015 between the State of New Mexico and Keep Chaves County Beautiful. Grant Agreement is in the amount of $20,893.00

MEETING DATE: 06/25/2018

STAFF SUMMARY

Action Requested by: Georgianna Hunt, Community Development Division

Action Requested: Ratification of Agreement A-18-015

Item Summary:

Staff requests ratification of Agreement #A-18-015 between the State of New Mexico and Keep Chaves County Beautiful Grant for the amount of $20,893.00 to establish or sustain Keep America Beautiful system program and/or to fund a youth employment program to aid in litter and beautification projects as stipulated.

Agreement #A-18-005 reverts on June 30, 2019.

Staff recommends approval.

SUPPORT DOCUMENTS: Agreement A-18-015

Summary by: Georgianna Hunt

Title: Community Development Project Specialist

Grant No.: 19-418-6002-0009

LITTER CONTROL & BEAUTIFICATION GRANT AGREEMENT

THIS AGREEMENT, entered into between the State of New Mexico, New Mexico Tourism Department, "Department" and Keep Chaves County Beautiful, "Public Entity". Department and Public Entity each a "Party" and collectively "Parties".

RECITALS

The purpose of the "New Mexico Litter Control and Beautification Act," NMSA 1978, § 67-16-1 et. seq., "Act," is to control litter by authorizing the Department to eliminate litter from New Mexico to the maximum practical extent through a State-coordinated plan of education, control, prevention, and elimination;

The Act, NMSA 1978, § 67-16-12, provides that the Department may allocate up to fifty percent (50%) of the funds generated annually by the Act to local governments to establish and sustain local Keep America Beautiful system programs;

The Act provides that the Department may allocate up to sixty percent (60%) of fees generated annually to local governments to establish a youth employment program to aid in litter control and beautification projects;

The Public Entity is a local government as defined under the Act;

Exhibit 1, Grant Award Distribution is incorporated by reference; and

The Parties hereto intend to fulfill the requirements of the Act through this Agreement.

THEREFORE, pursuant to the Act, the Parties agree as follows:

SECTION ONE- The Department

A. The Department shall:

1. Allocate funds generated by the Act and pay to the Public Entity an amount not to exceed $20,893.00 ("Funds") to establish or sustain a local Keep America Beautiful system program; and/or to fund a youth employment program to aid in litter control and beautification projects as stipulated in Exhibit 1.

2. Reimburse Funds on a quarterly basis. Quarters are designated as: Q1(July through September); Q2(October through December); Q3(January through March); and Q4(April through June.)

3. Not disburse any Funds until the Public Entity submits proper written documentation of its expenditures.

4. Allow the Public Entity to request reallocation of Funds between the program resources allocation to the youth employment allocation, based on the Public Entity's need to support local youth interests. Provided the request is in writing, submitted before request for reimbursement and includes specific reference to line items from which Funds will be debited, information about how those Funds will be spent, where the Funds will be credited and any other information requested by the Department.

5. Amend the Public Entity's budget if the Department approves a written request to amend.

SECTION TWO- The Public Entity

A. The Public Entity shall:

1. Perform and complete the Litter Control, Graffiti Eradication, Beautification, Recycling, and related community programs, projects and events as in furtherance of the statewide Keep America Beautiful system programs, pursuant to the Act, and as set forth in Exhibit 1.

2. Spend the Funds allocated as required by, and according to, the provisions of the Act, the applicable rules and regulations of the Department, and this Agreement. The Public Entity shall only expend Funds allocated under this Agreement on equipment, projects, promotional programs, services, education and other matters, only if they are related to litter prevention/elimination/control programs, beautification, and recycling.

3. Complete online reimbursement requests on or before the tenth (10th) calendar day after the end of each quarter, EXCEPT FOR THE FOURTH QUARTER. Public Entity must submit its final requests for reimbursement for the fourth quarter submitted no later than June tenth (10th), except for requests on reimbursement for youth employment, which Public Entity may submit by July third (3rd).

4. Include the following in its requests for reimbursement to the Department:
   a. A detailed accounting of expenditures of all Funds allocated and paid by line item;
   b. Copies of the detailed Public Entity purchase documents, receipts and proof of payment for equipment, materials, or supplies purchased, (including model and serial numbers, if any);
   c. Copies of the payroll and Youth Employment Verification forms for youth employees;
   d. A Final Performance and Accounting Report as defined below, must accompany all fourth quarter requests; and
   e. Any other information required by the Department.

5. Make reallocation requests in writing to the Department pursuant to Section 1 (A)(5), prior to submitting the request for reimbursement.

6. Keep accounting records for the Litter Control, Graffiti, Beautification, Recycling, and related community programs and submit an accounting and performance report to the Department with its final request for reimbursement.

7. Include the following in its Final Performance and Accounting Report:
   a. An accounting of expenditures of all Funds by line item;
   b. A certification that Public Entity used purchased equipment only for the purpose of fulfilling this Agreement and for no other purpose;
   c. A detailed summary of accomplishments towards the objectives and goals of the program;
   d. Any other information necessary to explain the program accomplishments; and
   e. Any other information required by the Department.

8. Use the equipment purchased in whole or in part with the Funds only for the anti-litter and beautification purposes as required by the Act. Secure any necessary permits or allowances required to perform and complete the Litter Control, Graffiti Eradication, Beautification, Recycling, and related community programs, projects and events in furtherance of the statewide Keep America Beautiful system programs, pursuant to the Act.

9. Not assign or transfer any interest in this Agreement including any claims or money due or that may become due under this Agreement.

10. Not subcontract any portion of the services to be performed, or programs to be fulfilled and accomplished, or consultants to be hired, under this Agreement without prior written approval of the Department.

11. Maintain detailed records documenting the date, time, and nature of services rendered and the progress of programs undertaken. The records shall be subject to inspection by the Department, the Department of Finance and Administration, and the New Mexico State Auditor. The Department shall have the right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the Department to recover excessive payment.

12. Not currently have and not acquire any interest, direct or indirect, that would cause a conflict of interest in any manner or degree in relation to the performance or services required under this Agreement.

13. Release the Department, its officers, and employees, and the State of New Mexico as provided for by law from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. Not purport to bind the Department or the State of New Mexico to any obligation not assumed herein, unless Public Entity has written authority to do so, and then only within the strict limits of that authority.

15. Incorporate branded materials, including but not limited to, logos and templates provided by the Department into any advertisements, press releases, flyers, signage, as well as any permanent projects, events, or displays, allowing New Mexicans to easily identify equipment, projects, promotional programs, services, and education related to litter prevention, elimination, control programs, beautification, and recycling. Failure to do so will result in the forfeiture of grant funding appropriated for marketing.

16. Submit to the Department information related to any and all clean up or beautification events, including the date, time, location, and any promotion images or materials related to the event, for inclusion in the Department's marketing materials and posting on the Department's website www.newmexico.org.

B. A Public Entity's illegal or unauthorized expenditures under this Agreement shall constitute a debt to the State of New Mexico, owed by Public Entity. In the case of such debt, the Parties agree that the Department may elect to withhold or recover Funds from the Public Entity, its successors, or assignees or recover through appropriate legal action.

SECTION THREE- General Obligations

A. The Parties shall adhere to the requirements set forth in Department's Litter Control and Beautification Grant Requirements Rule for grant approval, allocation, and reporting.

B. Direct costs of travel or per diem incurred by the Public Entity shall be the sole responsibility of the Public Entity. A Public Entity may propose and request direct and separate travel reimbursement, in advance, for costs associated with conferences, trainings, workshops or other meetings that directly benefit attendees in relationship to the programs they implement and oversee with Funds received under this Agreement. Reimbursement requests for direct costs of travel or per diem for one attendee per conference, etc. *must be* accompanied by a written report including the following items: (1) an evaluation of each session attended, (2) one key learning from each and, (3) at least three (3) ideas for how to incorporate those concepts into future initiatives. Receipts submitted without the proper documentation demonstrating conference attendance will not be reimbursed. Actual receipts must accompany reimbursement requests for per diem expenses. Per diem balances will not be reimbursed.

C. Equipment purchased with Funds that has a service life longer than this Agreement shall be used for agreed upon purposes for the length of that equipment's service life. Before the Department reimburses the Public Entity's expenses for such equipment purchased for more than one thousand dollars ($1,000.00), the Parties shall agree and specify the equipment's expected service life based on the kind of equipment, amount of anticipated use, service that will be performed, and the equipment's normal service life.

1. If upon termination or expiration of this Agreement the Public Entity has any property acquired pursuant to this Agreement, then Public Entity shall only dispose of it as directed by Department.

D. The Public Entity's failure to submit reimbursement requests by the protocol delineated on or before the dates outlined in **SECTION TWO for the first three quarters** will result in a penalty assessed on the invoice equal to ten percent (10%) of the total invoice submitted for that quarter. **PUBLIC ENTITIES' REQUESTS RECEIVED AFTER THE FOURTH QUARTER DEADLINES OUTLINED IN SECTION TWO WILL NOT BE PAID.**

E. The Public Entity and its agents and employees are independent contractors fulfilling their obligations to Department under this Agreement and are not employees of the State of New Mexico. Public Entity and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of State vehicles, or any other benefits afforded to the employees of the State of New Mexico as a result of this Agreement.

F. Any unexpended or unencumbered balance upon termination of this Agreement allocated by the Department will revert back to the Department.

SECTION FOUR- Amendment

A. This Agreement shall not be altered, changed or amended except by a written instrument, executed by both Parties.

B. All properly submitted and approved reallocations for Funds do not require a formal amendment to this Agreement, provided the Department does not increase Public Entity's allocation.

SECTION FIVE- Appropriation

A. The Department reserves the right to terminate this Agreement if Funds appropriated by the Legislature are insufficient to fulfill its obligations under this Agreement.

B. The Department's decision as to whether Funds under the Act are sufficient for fulfillment of this Agreement shall be final.

SECTION SIX – Term and Termination

A. This Agreement shall not take effect until executed by the Parties hereto. This Agreement shall terminate on **June 30, 2019,** unless terminated pursuant to the following paragraphs of this Section.

B. The Department may terminate this Agreement if Public Entity fails to commence program activities by the end of the second quarter of the fiscal year or has a plan to complete program activities by the last day of the tenth (10^{th}) month of the fiscal year, if Public Entity fails to communicate its intentions or does not comply with this Agreement as determined by the Department.

C. Either Party may terminate this Agreement with thirty (30) days written notice to the other Party. By such termination, neither Party may nullify obligations already incurred for performance or failure to perform for the programs rendered prior to the date of termination of the Agreement. However, neither Party shall have any obligation to perform services or make payment for services or specified programs rendered after such date of termination.

SECTION SEVEN – Integration

This Agreement incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof. No prior agreements or understanding, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Agreement.

SECTION EIGHT – Controlling Law

The laws of the State of New Mexico shall govern this Agreement. The Parties agree that the District Courts of the State of New Mexico have jurisdiction over any lawsuits brought by either Party to enforce its rights hereunder. Venue shall be in Santa Fe County, New Mexico.

SECTION NINE – Intent Of Agreement

This Agreement is not intended by any of the provisions or any part of the Agreement to create in the public, or any member thereof, a third party beneficiary; nor is it intended to authorize anyone not a party to this Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury, damage(s) to property(ties), and/or any other claims(s) whatsoever pursuant to the provisions of this Agreement.

SECTION TEN – New Mexico Tort Claims Act

By entering into this Agreement, neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 to -14. This Section is intended only to define the liabilities between the Parties hereto and it is not intended to modify, in any way, the Parties' liabilities as governed by common law or the New Mexico Tort Claims Act. Public Entity and its "public employees," as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defenses, and/or do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies and/or waives any provisions of the New Mexico Tort Claims Act.

SECTION ELEVEN – Equal Opportunity Compliance

Public Entity shall abide by all Federal and State laws, rules, and regulations pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, Public Entity shall assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded

from employment with or participation in, be denied the benefits, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Public Entity is found to have failed to comply with these requirements during the term of this Agreement, Public Entity shall take appropriate steps to correct these deficiencies.

SECTION TWELVE – Civil Rights Laws And Regulation Compliance

Public Entity shall comply with all Federal, State, and local laws and ordinances applicable to the work called for herein. Public Entity further agrees to operate under and be controlled by Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Employment Act, the Americans with Disabilities Act of 1990, and the New Mexico Human Rights Act.

[The remainder of this page is intentionally left blank.]

The Parties have executed this Agreement as of the date of execution by the Department.

New Mexico Tourism Department

By: _____ Date: _____
Rebecca Latham,
Cabinet Secretary

Name of Public Entity

By: _____ Date: _____

Title: _____

Public Entity CRS# _____

Keep Chaves County Beautiful

Project & Events Budget

Budgeted Program Expenses:	Programs				Youth Employment		KAB	
	Program 1	Program 2	Program 3	Program 4	Internships	Subcontracts	KAB Dues	KAB Conference Fees
Program 1								
Educational Programs & Materials	$4,145							
Outdoor classroom, educational materials, and incentives.								
Program 2								
Recycling Initatives		$2,364						
Recycling containers and incentives.								
Program 3								
Beautification Efforts			$5,636					
Planting trees & shrubs and signage for parks.								
Program 4								
Littler Reduction				$4,818				
Cleanup events, trash receptacles, advertising, and incentives.								
Internships								
Subcontracts						$1,455		
KAB								
Annual Dues							$275	
Travel to KAB Conference								$2,200
Sub Total:	$4,145	$2,364	$5,636	$4,818	$0	$1,455	$275	$2,200

Total:	$20,893

Keep Chaves County Beautiful FY 18-19

	Project Expense	P1 Education	P2 Recycling Initiatives	P3 Beautifucation Efforts	P4 Litter Reduction	Employment	KAB
	Trash Bags 33 gal 69 boxes @ $14.48 each				$1,000.00		
	Gloves:71 packs of 12 @ $13.99				$1,000.00		
	4 trash receptacles + lids				$2,818.00		
	Clearstream Recycling Bags		$364.00				
	Clearstream Recycling Containers: Aluminum Cans (Blue) - 15		$1,000.00				
	Clearstream Recycling Containers: Plastic Bottles Only (Green) - 15		$1,000.00				
	Outdoor Classroom	$1,250.00					
	Educational Brochures / literature	$1,500.00					
	Outdoor Classroom Incentives	$1,395.00	x	x	x		
	Park Beautification--trees, shrubs			3,386			
	Signage for parks / schools			2250			
	Youth groups event litter control					$1,455.00	
	KAB National Conference Registration, Flight, Hotel, Per diem						$2,200.00
	KAB membership fees						$275.00
	Grant Award	$4,145.00	$2,364.00	$5,636.00	$4,818.00	$1,455.00	$2,475.00

The Parties have executed this Agreement as of the date of execution by the Department.

New Mexico Tourism Department

By: _____ Date: _____
Rebecca Latham,
Cabinet Secretary

Name of Public Entity

By: _____, Robert Corn Date: June 8, 2018

Title: Chairman

Public Entity CRS# 503047

AGENDA ITEM: 6

Agreement A-18-019-Between Chaves County and BNSF Railway for the removal of the Chickasaw Road Crossing

MEETING DATE: July 25, 2018

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Bill Williams, Public Services Director

ACTION REQUESTED: Approve Agreement

ITEM SUMMARY:

This Agreement is between Chaves County and the Burlington Northern Santa Fe Railroad, for the removal of the Chickasaw Road railroad crossing.

Staff recommends approval of Agreement A-18-019.

SUPPORT DOCUMENTS: Agreement A-18-019

SUMMARY BY: Bill Williams

TITLE: Public Services Director

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their proper officials thereunto duly authorized as the dates below indicated.

EXECUTED by the BNSF this _____ day of _____, _____

BNSF RAILWAY COMPANY

By: _____
Amber Stoffels

Title: Manager Public Projects

EXECUTED by the Agency this _____ day of _____, _____

Chaves County, New Mexico

By: _____

WITNESS: _____

_____

HIGHWAY-RAIL GRADE CROSSING CLOSURE AGREEMENT

BNSF File No. BF10011197
Chickasaw Rd.
U.S. DOT No. 019940W
Railroad Line Segment: 7108
Railroad Milepost: 128.85

THIS AGREEMENT, made and entered into by and between the BNSF RAILWAY COMPANY, a Delaware corporation, hereinafter referred to as the "BNSF", and Chaves County, New Mexico, hereinafter referred to as the "Agency".

WITNESSETH:

WHEREAS, elimination of a grade crossing by closing the road includes the abandonment and permanent vacating of roadway right-of-way across the railroad right-of-way, and

The Agency in cooperation with BNSF will permanently close the Chickasaw Rd. grade crossing DOT No. 019940W, and

NOW THEREFORE, in consideration of these facts, the parties hereto agree as follows:

SECTION 1. The Agency after having executed this agreement, and after taking all actions necessary to permanently close and vacate the Chickasaw Rd. Public Crossing DOT No. 019940W and easement across the BNSF's property, will submit the executed Closure Ordinance and a statement (including the Agency's tax ID #) to the BNSF in the amount of fifteen thousand dollars and no cents ($15,000). The Agency should contact the BNSF Roadmaster (Monty Shropshire, 505-400-9703) in advance of performing any work.

SECTION 2. The BNSF hereby agrees to pay the Agency the sum of fifteen thousand dollars and no cents ($15,000) upon the receipt of the above referenced Closure Ordinance and statement.

SECTION 3. The BNSF agrees to remove the railroad crossing surfaces and crossbuck signs that currently exist on its right-of-way upon the receipt of the above referenced Closure Ordinance and statement.

SECTION 4. BNSF will remove the crossing approaches and reestablish the natural ditch line.

SECTION 5. The Agency agrees, by the above consideration received that this crossing will remain closed and will not be re-opened by the Agency.

AGREEMENT A-18-019
BETWEEN CHAVES COUNTY AND THE BNSF RAILWAY COMPANY
FOR THE CLOSURE OF THE CHICKASAW ROAD RAILROAD CROSSING

THIS AGREEMENT is made and entered into this 25th day of June 2018, by and between the County of Chaves, a political subdivision of the State of New Mexico acting by and through its duly elected Board of Commissioners, hereinafter referred to as "Chaves County", and BNSF Railway Company.

WHEREAS, The BNSF Railway Company, the State of New Mexico, and Chaves County have joined together to consolidate redundant and unnecessary street/railroad crossings; and

WHEREAS, Chaves County, NM met in a regular session on June 25, 2018 and there discussed and approved the railroad crossing closure at Chickasaw Road, at railroad milepost 128.85 in the limits of Chaves County, NM;

NOW THEREFORE, BE IT RESOLVED BY Chaves County, NM that the Chickasaw Road crossing (019940W) be permanently closed to vehicular traffic and vacated at the time Chaves County places appropriate end-of-road treatment on both the roadway approaches at a minimum distance of 50 feet from the nearest rail of the track. BNSF Railway Company will then remove both roadway approaches between the end-of-road treatment and the track and will remove the crossing surface from between the rails.

APPROVED by the Chaves County Commissioners on this 25th day of June, 2018.

BNSF RAILWAY COMPANY

_____
Amber Stoffels, Manager Public Projects

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Robert Corn, Chairman

ATTEST:

_____
Dave Kunko, County Clerk

AGENDA ITEM: 7

A. Agreement A-18-020 between Chaves County and ASPEN of New Mexico

B. Agreement A-18-021 between Chaves County and Chaves County CASA

C. Agreement A-18-022 between Chaves County and Dexter Municipal School District

D. Agreement A-18-023 between Chaves County and Diane Taylor

E. Agreement A-18-024 between Chaves County and Dianne S. Meda

F. Agreement A-18-025 between Chaves County and The Every 15 Minutes Program

G. Agreement A-18-026 between Chaves County and Hagerman Municipal School

H. Agreement A-18-027 between Chaves County and Lake Arthur Municipal School District

I. Agreement A-18-028 between Chaves County and Frank G. Magourilos

J. Agreement A-18-029 between Chaves County and Character Counts for Project Graduation Celebration

K. Agreement A-18-030 between Chaves County and Roswell Refuge of Chaves County

L. Agreement A-18-031 between Chaves County and Serenity Counseling

M. Agreement A-18-032 between Chaves County and WINGS for L.I.F.E

MEETING DATE: 06/25/2018

STAFF SUMMARY REPORT

Action Requested by: Lucia Serrano, DWI Coordinator

Action Requested:

A. Approval of Agreement A-18-020
B. Approval of Agreement A-18-021
C. Approval of Agreement A-18-022
D. Approval of Agreement A-18-023
E. Approval of Agreement A-18-024
F. Approval of Agreement A-18-025
G. Approval of Agreement A-18-026
H. Approval of Agreement A-18-027
I. Approval of Agreement A-18-028
J. Approval of Agreement A-18-029
K. Approval of Agreement A-18-030
L. Approval of Agreement A-18-031
M. Approval of Agreement A-18-032

Item Summary:

Chaves County DWI Program received funding under the LDWI Distribution of $367,435.00 and the Competitive Grant of $28,000.00 for FY 19. 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, 2018 through June 30th, 2019.

Staff recommends approval for subcontracts.

SUPPORT DOCUMENTS:

A. Approval of Agreement A-18-020
B. Approval of Agreement A-18-021
C. Approval of Agreement A-18-022
D. Approval of Agreement A-18-023
E. Approval of Agreement A-18-024
F. Approval of Agreement A-18-025
G. Approval of Agreement A-18-026
H. Approval of Agreement A-18-027
I. Approval of Agreement A-18-028
J. Approval of Agreement A-18-029
K. Approval of Agreement A-18-030
L. Approval of Agreement A-18-031
M. Approval of Agreement A-18-032

Summary by: Lucia Serrano

Title: DWI Coordinator

AGREEMENT A-18-020
BETWEEN CHAVES COUNTY AND ASPEN OF NEW MEXICO FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 by and between the County of Chaves, a political subdivision of the state of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and ASPEN of New Mexico, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI (Driving While Impaired) Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00, and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse, and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for the jail-based education.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Professional Services Provider.

The Contractor shall be responsible for compliance with all policies and procedures of both the Chaves County Adult and Juvenile Detention Centers. The Project Administrator shall select and supervise the individuals conducting the alternative educational program for incarcerated offenders. The Project Administrator shall participate in meetings of the Chaves County DWI Grant Council.

2. Scope of Work.

The Contractor shall provide the following services:

A. Contractor shall present the "Second Chance-Life Values Program" to both juvenile and adult offenders. The purpose of this program is to provide incarcerated inmates with an educational program suitable to the current needs of our society, the courts and law enforcement. The instructors will provide the incarcerated offenders with information, tools, offer real options and alternatives to the poor decisions and life choices made by these offenders. The instruction will be delivered primarily in lecture, PowerPoint, and some video presentations. Instructional material will be provided by the Contractor.

B. Contractor will provide valuable resources in the community to all those that attend program.

C. Contractor will implement an evidence based educational component life-skills training to offenders that includes self-esteem, self-reliance, resiliency, emotional intelligence, family dynamics, domestic/dating violence, co-dependency awareness, and social responsibly.

D. Contractor will present information on general crime, laws, narcotics and substance abuse dealing with real issues in a manner consistent with the need of today's youth at risk and adults who continue to offend. Gang related activities and activities that deal with the manufacture and delivery of controlled substances and alcohol abuse will be addressed in a very open and street savvy upfront style.

E. Contractor will conduct pre and post evaluations that will be incorporated into a monthly summary report to be utilized by the Chaves County DWI Grant Program.

F. The Contractor shall submit a monthly report to the Chaves County DWI Grant Program Coordinator documenting program activities, number of clients, attendance and non-attendance, make-up sessions, status of participants, and completion of treatment. The report will include the following certification: "I certify that the information submitted is true and correct to the best of my ability."

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

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

3. Compensation:

A. Contractor will provide twelve (12) classes; (one class each month) for the Adult Detention Center within the Fiscal Year 2018-2019 and four (4) classes (one class each quarter) for the Juvenile Detention Center within the Fiscal Year 2018-2019.

B. The County shall pay to the Contractor in full payment for services rendered for the Adult Detention Center the sum of One Thousand Five Hundred Dollars ($1,500.00) per month, inclusive of the New Mexico Gross Receipt Tax.

C. The County shall pay to the Contractor in full payment for services rendered for the Juvenile Detention Center the sum of Five Hundred Dollars ($500.00) per quarter, inclusive of the New Mexico Gross Receipt Tax.

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

E. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Two Thousand Dollars ($2,000.00) for juvenile classes and Eighteen Thousand Dollars ($18,000.00) for adult. The total of the contract shall not exceed Twenty Thousand Dollars ($20,000.00).

F. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

G. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

H. Payments made by mail are deemed tendered as of the date postmarked.

4. Term and Termination.

A. This Agreement shall be in effect as of July 1, 2018, through June 30, 2019.

B. This Agreement may be renewed annually for up to three (3) additional one-year periods from the original date of this Agreement between the parties, not to exceed a total of four (4) years.

C. Either party to this Agreement may, without cause, terminate this Agreement by giving the other party sixty (60) days written notice of its intention to terminate.

D. Notwithstanding any other provisions of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

5. Appropriations.

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

6. Status of Contractor.

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

7. Insurance.

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

A. Comprehensive General Liability Insurance in an amount not less than one million dollars ($1,000,000.00) per occurrence.

B. Worker's Compensation as required by New Mexico law.

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

8. Assignment.

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

9. Subcontracting.

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

10. Records and Audit.

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

11. Release.

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

12. Confidentiality.

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

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

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Original software applications developed by the contractor and the County. The County shall have unlimited license for the utilization of these programs.

14. Conflict of Interest.

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

15. Amendment.

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

16. Merger.

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

17. Notice.

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

18. Equal Opportunity Compliance.

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

19. Indemnification.

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

20. Applicable Law.

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

B. The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements governing its program and facility.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

ASPEN OF NEW MEXICO

By: _____
Kevin Boyd, President

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-021
BETWEEN CHAVES COUNTY AND C.A.S.A.
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and Chaves County C.A.S.A. (Court Appointed Special Advocate), hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for this DWI Domestic Violence-Educational activities within Chaves County, for alcohol awareness training and domestic abuse reduction.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

A. Utilize the DWI funding exclusively for the benefit of Chaves County to develop, organize and provide guidance/support to children who have been affected by DWI.

B. Seek to decrease alcohol and substance abuse among the children and families being served by the program.

C. Provide project management for the initiative and provide the initial monies necessary for the implementation of the program.

D. Prepare quarterly progress and financial reports, a final report, next year DWI plans as may be required by the Department of Health, next year DWI Grant and Distribution Grant Applications as may be required by the Department of Finance and Administration Local Government Division (DFA/LGD), together with any special reports or presentations that may be required by either of these State agencies.

E. Compile and provide expenditures and statistical information required for the Chaves County DWI Distribution Grant evaluation report.

F. Provide new ideas of ways to assist children who are affected by DWI related cases.

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

H. Submit a detailed course description detailing any activities, alternative alcohol, drug and violence – free social / educational activities, skill development events along with monthly invoice by no later than the 5th of every month.

2. Compensation:

A. The County shall pay Two Thousand Dollars ($2,333.33) per month to the Contractor in full payment for services rendered, inclusive of New Mexico Gross Receipt Tax.

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

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

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

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

9. Records and Audit.

The Contractor shall maintain, for six years, detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the County, the Department of Finance and the State Auditor. The County shall have a right to audit billings both before and after payment;

payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service – Copyright.

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

13. Conflict of Interest.

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

14. Amendment.

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

18. Indemnification.

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

19. Applicable Law.

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

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

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

C.A.S.A.

By: _____
Carrie-Leigh Cloutier, Executive Director

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-022
BETWEEN CHAVES COUNTY AND DEXTER
MUNICIPAL SCHOOL DISTRICT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 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 Dexter Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for this DWI Prevention / Teens-Need-Teens (TNT) program.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

   A. Utilize the DWI Grant funding exclusively for the benefit of the Town of Dexter, in Chaves County, to plan, organize and execute activities at its High School and Middle School. Recruit parent volunteer and volunteer school personnel for adult supervision at each of the schools; training will be provided by the TNT Adult Supervisor (Prevention Educator). Contractor shall work under the general guidance of the TNT Adult Supervisor (Prevention Educator).

   B. Develop and conduct a year-long program of social / educational activities, drug and violence-free social / educational activities, skill development events, financial expenditures and in-kind expenditures, and statistical information required for the Chaves County DWI Coordinator.

   C. Submit a monthly summary report to the TNT Adult Supervisor (Prevention Educator) documenting program activities, number of clients, attendance, together with the results of the internal evaluation.

   D. Seek to decrease alcohol and substance abuse among the children and families being served by the program.

   E. Provide the Chaves County DWI Program Coordinator with budget and expenditure information of grant funds on a quarterly basis.

F. Develop and implement an evidence based educational component involving life skills training.

G. Compile and prove expenditures and statistical information required for the Chaves County DWI Distribution Grant evaluation report.

H. Submit a detailed course description detailing any activities, alternative alcohol, drug and violence-free social / educational activities and life skills development events 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.

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

C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Twelve Thousand Dollars ($12,000.00) inclusive of New Mexico Gross Receipt Tax.

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within 10 days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

F. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party

at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

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

9. Records and Audit.

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

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service – Copyright.

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

13. Conflict of Interest.

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

14. Amendment.

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

18. Indemnification.

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

19. Applicable Law.

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

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

program and facility.

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

DEXTER INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-023
BETWEEN CHAVES COUNTY AND DIANE TAYLOR
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 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 Diane Taylor, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for this DWI Prevention Specialist as the Adult Supervisor for the Teens-Need-Teens / Pecos Valley and Project Graduation programs.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

The Contractor shall provide the following services:

A. Organize a Teens-Need-Teens program in each of the high schools and middle schools in the Pecos Valley. Recruit and train volunteer school personnel for adult supervision of each of the schools.

B. Develop and implement an evidence based educational component involving life skills training. Maintain information on the activities and success of this program on an on-line database provided to the Contractor.

C. Provide technical guidance for the development of a year-long program of activities and leadership training for each of the schools.

D. Provide technical guidance on the preparation of monthly reports on activities, alternative alcohol, drug and violence-free social / educational activities, skill development events and in-kind expenditures and statistical information required for the evaluation report. Provide the DWI Grant 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.

E. Develop and conduct a year-long program of social / educational activities, drug and violence-free social / educational activities, skill development events, financial expenditures and in-kind expenditures, and statistical information required for the Chaves County DWI Coordinator.

F. Seek to decrease alcohol and substance abuse among the children and families being served by the program.

G. Provide the Chaves County DWI Program Coordinator with expenditure information of grant funds on a quarterly basis.

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

1. Total number of graduating seniors
2. Total number of seniors attending
3. Violations
4. In-kind match
5. Cash donations
6. Expenditures

I. Participate in the DWI Planning Council activities. Provide close coordination with the DWI Program Coordinator and Prevention Specialist.

J. Submit a quarterly summary report to the Chaves County DWI Grant Program Coordinator documenting program activities, number of youth participating, number of adults participating, activities, together with the results of the internal evaluation.

2. Compensation.

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.

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

C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Thirty-Nine Thousand Dollars ($39,000.00).

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice.

F. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

G. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional and contractual services for the County and are not

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

7. 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.

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

9. Records and Audit.

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

10. Release.

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

11. Confidentiality.

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

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

Insurance Portability and Accountability Act of 1996."

12. Product of Service – Copyright.

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

13. Conflict of Interest.

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

14. Amendment.

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

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

18. Indemnification.

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

19. Applicable Law.

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

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

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

IN W ITNESS WHEREOF, parties have executed this Agreement as of the date of execution bel ow.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

DIANE TAYLOR

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-024
BETWEEN CHAVES COUNTY AND DIANNE S. MEDA
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 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 Dianne S. Meda, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for this DWI Screening.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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 in accordance with the provisions of the Chaves County DWI Grant Program Screening Protocol, which specifies use of the ADE Needs Assessment Survey as a part of that protocol. Report the results of the screening and recommended treatment programs to the referring Court and DWI Probation Officer. A fee will be collected to help fund the screening program.

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

D. Provide input data for the Chaves County DWI Tracker concerning completion of Alcohol Screening Outcomes and Offender Profiles as they are prepared. The maximum allowable time between conduct of the screening and preparation of the outcome shall be ten (10) working days.

E. Provide the DWI Probation Officer, and applicable Court where appropriate, with consistent and timely information on convicted DWI's who are in Non-

Compliance with the requirement for Alcohol Screening or Screening-Referred Treatment.

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

G. Participate in the DWI Planning Council activities/meetings. Provide close coordination with the Tracker, DWI Probation Officer and the DWI Grant Program Coordinator.

H. Conduct alcohol screenings through personal interviews and self-administered surveys for other convicted offenders referred by the Magistrate Courts in accordance with the provisions of the Chaves County Screening Protocol, which specifies use of an Assessment Survey as a part of that protocol. Report the results of the screening and recommended treatment programs to the referring Court and applicable Misdemeanor Court Compliance Officer.

I. Submit monthly invoice along with monthly summary report to the Chaves County DWI Coordinator by no later than the 5th of each month. Monthly summary report should document program activities, number of clients, attendance and non-attendance, make-up sessions, status of participants and their projected completion of treatment, together with the results of the internal evaluation. The report will include the following certification: "I certify that the information submitted is true and correct to the best of my knowledge."

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.

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

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

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice.

F. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

G. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

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

9. Records and Audit.

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

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service – Copyright.

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

13. Conflict of Interest.

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

14. Amendment.

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity performed under this Agreement. If

the Contractor is found to not be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Indemnification.

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

19. Applicable Law.

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

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

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____

Dave Kunko, County Clerk

DIANNE S. MEDA

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-025
BETWEEN CHAVES COUNTY AND
THE EVERY FIFTEEN MINUTES PROGRAM

THIS AGREEMENT is made and entered into this 25th day of June 2018 by and between the County of Chaves, a political subdivision of the State of New Mexico, acting by and through its duly elected Board of County Commissioners, hereinafter referred to as "County," and the Every Fifteen Minutes Program, a non-profit corporation, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for the Every 15 Minutes Program, an alcohol and drug education and prevention program.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

   A. The Contractor, or its agent, shall plan, organize and execute an Every 15 Minutes Program.

   B. Contractor shall be in close coordination with the DWI Educator.

2. Compensation:

   A. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Six Thousand Dollars ($6,000.00) inclusive of New Mexico Gross Receipt Tax.

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

   C. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.

   E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once

the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. Insurance.

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

A. Comprehensive General Liability Insurance in an amount not less than one million dollars ($1,000,000.00) per occurrence.

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

8. Assignment.

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

9. Subcontracting.

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

10. Records and Audit.

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

11. Release.

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

12. Confidentiality.

A. Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not

18. Equal Opportunity Compliance.

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

19. Indemnification.

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

20. Applicable Law.

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

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

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

EVERY FIFTEEN MINUTES PROGRAM

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-026
BETWEEN CHAVES COUNTY AND HAGERMAN MUNICIPAL SCHOOL DISTRICT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 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 Hagerman Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for this DWI Prevention / Teens-Need-Teens (TNT) program.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

   A. Utilize the DWI Grant funding exclusively for the benefit of the Town of Dexter, in Chaves County, to plan, organize and execute activities at its High School and Middle School. Recruit parent volunteer and volunteer school personnel for adult supervision at each of the schools; training will be provided by the TNT Adult Supervisor (Prevention Educator). Contractor shall work under the general guidance of the TNT Adult Supervisor (Prevention Educator).

   B. Develop and conduct a year-long program of social / educational activities, drug and violence-free social / educational activities, skill development events, financial expenditures and in-kind expenditures, and statistical information required for the Chaves County DWI Coordinator.

   C. Submit a monthly summary report to the TNT Adult Supervisor (Prevention Educator) documenting program activities, number of clients, attendance, together with the results of the internal evaluation.

   D. Seek to decrease alcohol and substance abuse among the children and families being served by the program.

   E. Provide the Chaves County DWI Program Coordinator with budget and expenditure information of grant funds on a quarterly basis.

F. Develop and implement an evidence based educational component involving life skills training.

G. Compile and prove expenditures and statistical information required for the Chaves County DWI Distribution Grant evaluation report.

H. Submit a detailed course description detailing any activities, alternative alcohol, drug and violence-free social / educational activities and life skills development events 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.

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

C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Twelve Thousand Dollars ($12,000.00) inclusive of New Mexico Gross Receipt Tax.

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within 10 days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

F. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party

at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

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

9. Records and Audit.

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

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service – Copyright.

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

13. Conflict of Interest.

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

14. Amendment.

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

18. Indemnification.

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

19. Applicable Law.

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

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

program and facility.

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

HAGERMAN INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-027
BETWEEN CHAVES COUNTY AND LAKE ARTHUR MUNICIPAL SCHOOL DISTRICT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 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 Lake Arthur Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for this DWI Prevention / Teens-Need-Teens (TNT) program.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

   A. Utilize the DWI Grant funding exclusively for the benefit of the Town of Dexter, in Chaves County, to plan, organize and execute activities at its High School and Middle School. Recruit parent volunteer and volunteer school personnel for adult supervision at each of the schools; training will be provided by the TNT Adult Supervisor (Prevention Educator). Contractor shall work under the general guidance of the TNT Adult Supervisor (Prevention Educator).

   B. Develop and conduct a year-long program of social / educational activities, drug and violence-free social / educational activities, skill development events, financial expenditures and in-kind expenditures, and statistical information required for the Chaves County DWI Coordinator.

   C. Submit a monthly summary report to the TNT Adult Supervisor (Prevention Educator) documenting program activities, number of clients, attendance, together with the results of the internal evaluation.

   D. Seek to decrease alcohol and substance abuse among the children and families being served by the program.

   E. Provide the Chaves County DWI Program Coordinator with budget and expenditure information of grant funds on a quarterly basis.

F. Develop and implement an evidence based educational component involving life skills training.

G. Compile and prove expenditures and statistical information required for the Chaves County DWI Distribution Grant evaluation report.

H. Submit a detailed course description detailing any activities, alternative alcohol, drug and violence-free social / educational activities and life skills development events 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.

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

C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Twelve Thousand Dollars ($12,000.00) inclusive of New Mexico Gross Receipt Tax.

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within 10 days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

F. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

Notwithstanding the term, this Agreement may be terminated by either of the parties hereto with or without cause upon written notice delivered to the other party

at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. THE PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE OTHER LEGAL RIGHTS AND REMEDIES AFFORDED THE COUNTY IN SUCH CIRCUMSTANCES AS CONTRACTORS DEFAULT/BREACH OF CONTRACT.

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

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

9. Records and Audit.

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

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service – Copyright.

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

13. Conflict of Interest.

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

14. Amendment.

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

18. Indemnification.

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

19. Applicable Law.

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

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

program and facility.

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

LAKE ARTHUR INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-028
BETWEEN CHAVES COUNTY AND FRANK G. MAGOURILOS
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 by and between the County of Chaves, a political subdivision of the state of New Mexico, acting by and through its duly appointed County Manager, hereinafter referred to as *"County,"* and Frank G. Magourilos, hereinafter referred to as "Contractor."

WHEREAS, Chaves County has received DWI funding for the 2018-19 fiscal year from the State of New Mexico. This funding includes local driving while impaired distribution funds and local DWI grant funds, and

WHEREAS, Chaves County is required to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to evaluate the County's DWI prevention component and make recommendations to the DWI Planning Council.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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 Program Component and recommend needed adjustments to comply with the new DFA Guidelines requiring evidence based prevention program.

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 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. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of Two-Hundred Ninety-One Dollars and Sixty-Six Cents ($291.66) per month, inclusive of the New Mexico Gross Receipt Tax.

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

C. The total amount of the monies payable to the Contractor under this agreement, shall not exceed Three-Thousand Five Hundred Dollars ($3,500.00). The Contractor will be paid the per diem at the County rate if required to make a trip to Roswell.

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within 10 days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

F. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraphs 4 or 5 below. The County may apply for future funding for these or similar professional services, which may be obtained through a formal request for proposal process. If funds are available, this agreement may be renewed for three additional one-year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

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

9. Records and Audit.

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

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Original software applications developed by the contractor and the County. The County shall have unlimited license for the utilization of these programs.

13. Conflict of Interest.

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

14. Amendment

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

15. 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.

16. Penalties for Violation of Law.

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.

17. Equal Opportunity Compliance.

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

18. Indemnification.

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

19. Conflict of Interest: Governmental Conduct Act.

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

20. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Lucia Serrano, Chaves County DWI Coordinator
#1 St. Mary's Place
Roswell, NM 88203

AGREEMENT A-18-029
BETWEEN CHAVES COUNTY AND CHARACTER COUNTS FOR PROJECT GRADUATION CELEBRATION

THIS AGREEMENT is made and entered into this 25th day of June 2018 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 Dexter Independent School District, a public school system acting by and through its duly appointed representative, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

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

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Scope of Work.

   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.

   B. The Contractor shall be in close coordination with DWI Educator and provide evidence based DWI Prevention/Education programs to the youths who attend each Project Celebrations.

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) inclusive of New Mexico Gross Receipt Tax.

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

   C. The County shall pay the Contractor upon receipt of a detailed statement of accounting for services performed and expenses incurred hereunder.

   E. The Contractor shall submit an invoice for payment for services rendered

to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within ten (10) days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

business income and are reportable for self-employment tax.

7. Insurance.

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

A. Comprehensive General Liability Insurance in an amount not less than one million dollars ($1,000,000.00) per occurrence.

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

8. Assignment.

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

9. Subcontracting.

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

10. Records and Audit.

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

11. Release.

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

12. Confidentiality.

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

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

13. Product of Service – Copyright.

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

14. Conflict of Interest.

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

15. Amendment.

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

16. Merger.

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

17. Notice.

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

18. Equal Opportunity Compliance.

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

19. Indemnification.

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

20. Applicable Law.

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

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

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

The Contractor agrees to comply with state laws and rules applicable to

workers' compensation benefits for its employees If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this agreement may be terminated by the County.

IN W ITNESS WHEREOF, parties have executed this Agreement as of the date of execution bel ow.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

DEXTER INDEPENDENT SCHOOL DISTRICT

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-030
BETWEEN CHAVES COUNTY AND ROSWELL REFUGE OF CHAVES COUNTY FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 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 Roswell Refuge of Chaves County, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for this DWI Domestic Violence – Educational activities within Chaves County, for alcohol awareness training and domestic abuse reduction.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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 develop, organize and provide court ordered DWI related Offenders with a 52-week education program. Program will use HEAL Program that is a best practice model.

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

C. Seek to decrease alcohol and substance abuse among the children and families being served by the program.

D. Contractor shall utilize a Domestic Violence Assessment Tool.

E. Provide project management for the initiative and provide the initial monies necessary for the implementation of the program.

F. Prepare quarterly progress and financial reports, a final report, next year DWI plans as may be required by the Department of Health, next year DWI Grant and Distribution Grant Applications as may be required by the Department of

Finance and Administration Local Government Division (DFA/LGD), together with any special reports or presentations that may be required by either of these State agencies.

G. Compile and provide expenditures and statistical information required for the Chaves County DWI Distribution Grant evaluation report.

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

I. Submit a detailed course description detailing any activities, alternative alcohol, drug and violence-free social/educational activities, skill development events along with monthly 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 Two Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six cents ($2,666.66) per month, inclusive of the New Mexico Gross Receipt Tax.

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

C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Thirty-Two Thousand Dollars ($32,000.00).

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice.

F. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within 10 days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

G. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5

infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one- year periods, not to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

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

9. Records and Audit.

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

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service – Copyright.

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

13. Conflict of Interest.

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

14. Amendment.

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

18. Indemnification.

The Contractor agrees to accept responsibility for loss or damage to any

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

19. Applicable Law.

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

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

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

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

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

ROSWELL REFUGE OF CHAVES COUNTY

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-031
BETWEEN CHAVES COUNTY AND SERENITY COUNSELING
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June 2018 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 Serenity Counseling, hereinafter referred to as "Contractor."

WHEREAS, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI Distribution Funds, 2) Local DWI Grant in the estimated total amount of $367,435.00 and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for this DWI Domestic Violence – Educational activities within Chaves County, for alcohol awareness training and domestic abuse reduction.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

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. Recommend aftercare plan if appropriate.

B. Conduct quarterly follow-up client contacts, using a random sampling of clients who have completed the program, for the purpose of internal program evaluation. 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 licensed to practice in the State of New Mexico and must follow Evidence Based Treatment Practices.

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

E. Participate in the all DWI Planning Council activities/meetings. Provide close coordination with the Alcohol Screener, DWI Probation Officer and the DWI Grant Program Coordinator.

F. Submit a monthly summary report to the Chaves County DWI Grant Program Coordinator documenting program activities, number of clients, attendance and non-attendance, make-up sessions, status of participants and their projected completion of treatment. The report will include the following certification: "I certify that the information submitted is true and correct to the best of my ability."

2. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of Four Thousand Three-Hundred Seventy-Five Dollars ($4,375.00) per month, inclusive of the New Mexico Gross Receipt Tax.

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

C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Thirty-Two Thousand Dollars ($52,500.00).

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice.

F. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within 10 days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

G. Payments made by mail are deemed tendered as of the date postmarked.

3. Term.

Services will commence on July 1, 2018. This Agreement shall terminate on June 30, 2019, unless terminated pursuant to paragraph 4, or paragraph 5 infra. The County may apply for future funding for these professional services, which were obtained through a formal request for proposal process. If funds are available, this contract may be renewed for three additional one year periods, not

to exceed a total of four (4) years.

4. Termination.

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

5. Appropriations.

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

6. Status of Contractor.

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

7. 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.

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

9. Records and Audit.

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

10. Release.

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

11. Confidentiality.

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

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

12. Product of Service – Copyright.

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

13. Conflict of Interest.

Contractor warrants that it presently has no interest and will not acquire any interest direct or indirect which-would conflict in any manner or degree with the

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

14. Amendment.

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

15. 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.

16. 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.

17. Equal Opportunity Compliance.

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

18. Indemnification.

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

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

19. Applicable Law.

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

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

Contractors providing treatment programs services and/or facilities agree that they shall be liable for the failure to meet and comply with all applicable state and federal laws and licensure requirements governing the Treatment Providers/facility program.

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

IN W ITNESS WHEREOF, parties have executed this Agreement as of the date of execution bel ow.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

Date: _____

ATTEST:

_____
Dave Kunko, County Clerk

SERENITY COUNSELING

By: _____

Date: _____

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

CRS ID Number: _____

AGREEMENT A-18-032
BETWEEN CHAVES COUNTY AND WINGS FOR L.I.F.E
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 25th day of June, 2018 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, the application by Chaves County for 2018-19 DWI Funds for the 1) Local DWI (Driving While Impaired) Distribution Funds, and 2) Local DWI Grant in the estimated total amount of $367,435.00, and

WHEREAS, said application requires Chaves County to provide Coordination, Planning and Evaluation and to implement and conduct program efforts in the following areas: (1) Prevention; (2) Enforcement; (3) Screening; (4) Treatment; (5) Tracking; (6) Alternative Sentencing; (7) Domestic Abuse, and

WHEREAS, the County desires to utilize the expertise of the Contractor to meet the stated requirements for the jail-based education.

NOW THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Professional Services Provider.

   The Contractor shall be responsible for compliance with all policies and procedures of the Chaves County Adult Detention Center. The Project Administrator shall select and supervise the individuals conducting the alternative educational program for incarcerated offenders. The Project Administrator shall participate in meetings of the Chaves County DWI Grant Council.

2. Scope of Work.

   The Contractor shall provide the following services:

   A. Contractor shall present the "Wings for L.I.F.E." to adult offenders by providing cognitive behavior therapy, substance abuse education/relapse prevention. The purpose of this program is to provide incarcerated inmates with an educational program suitable to the current needs of our society, the courts and law enforcement. The instructors will provide life-skill training, substance abuse education, relapse prevention, corrective thinking, health education, social responsibility and parenting skills for adults to make the right choices in their lives and to build healthy relationships with their families and community. The instruction will be

delivered primarily in lecture, PowerPoint, and some video presentations. Instructional material will be provided by the Contractor.

B. Contractor shall use evidence-based programs such as MATRIX Substance Abuse. Also teaching components from 12-Step Facilitation, AL-Anon, Disease Model, and SAMSHA.

C. The Contractor will present information on how to access valuable resources in the community that will provide job training, housing, legal services, and continued education. Individuals will be encouraged to take advantage of their time in jail so when discharged they can utilize the skills/tools needed to make the changes that will enable them to reintegrate back into the community.

D. Contractor shall provide pre- and post-testing.

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

F. The Contractor shall submit a monthly report to the Chaves County DWI Grant Program Coordinator documenting program activities, number of individuals in programs, including new to class, carry-overs, and those exiting, number completing and evaluations. The report will include the following certification: "I certify that the information submitted is true and correct to the best of my ability."

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

3. Compensation:

A. The County shall pay to the Contractor in full payment for services rendered the sum of Two Thousand Five Hundred Dollars ($2,500.00) per month, inclusive of the New Mexico Gross Receipt Tax.

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

C. The total amount of the monies payable to the Contractor under this Agreement, shall not exceed Thirty Thousand Dollars ($30,000.00).

D. The County shall pay the Contractor upon receipt of a detailed monthly statement of accounting for services performed and expenses incurred hereunder.

E. The Contractor shall submit an invoice for payment for services rendered to the County. The County shall determine if said services have been satisfactorily provided. If services are deemed acceptable, the County will remit payment within 30 days of the receipt of the invoice. If services are deemed unacceptable, the County will notify the Contractor of the deficiencies in writing within 10 days of receipt of the invoice. Once the Contractor has corrected the deficiencies, they shall resubmit the invoice. If the County determines the deficiencies have been corrected, the County will remit payment within 30 days of receipt of the resubmitted invoice.

F. Payments made by mail are deemed tendered as of the date postmarked.

4. Term and Termination.

A. This Agreement shall be in effect as of July 1, 2018 through June 30, 2019. The parties may renew this Agreement for four (4) successive terms of one year each, upon the same terms as provided herein, if funding is available.

B. Either party to this Agreement may, without cause, terminate this Agreement by giving the other party sixty (60) days written notice of its intention to terminate.

C. Not withstanding any other provisions of this Agreement, both parties shall be deemed to have retained any and all administrative, contractual and legal rights and remedies to which they may be entitled.

5. Appropriations.

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

6. Status of Contractor.

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

7. Insurance.

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

A. Comprehensive General Liability Insurance in an amount not less than one million dollars ($1,000,000.00) per occurrence.

B. Worker's Compensation as required by New Mexico law.

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

8. Assignment.

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

9. Subcontracting.

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

10. Records and Audit.

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

Auditor. The County shall have a right to audit billings both before and after payment; payment under this Agreement shall not foreclose the right of the County to recover excessive and/or illegal payments.

11. Release.

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

12. Confidentiality.

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

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

13. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the County and shall be delivered to the County no later than the termination date of this Agreement. Original software applications developed by the contractor and the County. The County shall have unlimited license for the utilization of these programs.

14. Conflict of Interest.

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

15. Amendment.

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

16. Merger.

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

17. Notice.

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

18. Equal Opportunity Compliance.

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

19. Indemnification.

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

20. Applicable Law.

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

B. The Contractor agrees to comply with all applicable state and federal laws and regulations and any and all licensure requirements governing its program and facility.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth above.

BOARD OF CHAVES COUNTY COMMISSIONERS

By: _____
Robert Corn, Chairman

ATTEST:

_____
Dave Kunko, County Clerk

Wings for L.I.F.E.

_____
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: 8 A

Resolution R-18-015-Accepting 2018/2019 NMDOT LGRF County Arterial Program

MEETING DATE: July 25, 2018

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 49.57 miles of County Roads. The roads proposed for this project have not been resurfaced for 6 to 8 years. The work will be cost shared as follows:

NMDOT	$452,653.00
Chaves County	$150,884.33
Total Project	$603,537.33

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-18-015.

SUPPORT DOCUMENTS: Resolution R-18-015

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-18-015

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 $603,537.33 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $452,653.00; and

b. Chaves County's proportional matching share shall be 25% or $150,884.33

TOTAL PROJECT COST IS $603,537.33

Chaves County shall pay all costs, which exceed the total amount of $452,653.00

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, 2019 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 Project Number CAP-2-19(450), Control Number L200429 with the New Mexico Department of Transportation for LGRF Project for the year 2018 - 2019 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:

Pueblo Road-from US 285 to NM 2, Anita Road-from NM 2 to east end of road, Jicarilla Road-from NM 2 to Mono Road, Choctaw Road-from Vineyard Road to Cherokee Road, Choctaw Road-from NM 2 to Wichita Road, Mono Road-from Bannock Road to Jicarilla Road, Modoc Road-from Morgan Road to NM 249, Wichita Road-from NM 190 north to Bottomless Lakes, Shawnee Road-from US 285 to NM 2, Red Bridge Road-from US 380 to Pine Lodge Road, Nineteenth Street-from Fowler Road to Red Bridge Road, Fowler Road-from College Blvd to Nineteenth Street, Zinnia Road-from Wrangler Road east to end of road, Pine Lodge Road-from Old Clovis Hwy to Red Bridge Road, Capitan Road-from US 70 to One Horse Road, North Atkinson Avenue-from Crooked Creek Road to Gallina

Road, Marion Richards Road-from North Atkinson Avenue to Cumbres Road, North Sycamore Avenue-from Country Club Road to Pine Lodge Road, North Sycamore Avenue-from Pine Lodge Road to Dusty Miller Road.

A total of 49.57 miles.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JULY, 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Robert Corn, Chairman

_____
William E. Cavin, Vice-Chairman

ATTEST:

_____
James W. Duffey, Member

_____
T. Calder Ezzell, Jr., Member

_____
Dave Kunko
County Clerk

_____
Jeff Bilberry, Member

AGENDA ITEM: 8B

Resolution R-18-016-Adopting 2018/2019 NMDOT LGRF Cooperative Program

MEETING DATE: July 25, 2018

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 12.05 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	$140,000.00
Chaves County	$ 46,666.66
Total Project	$186,666.66

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-18-016.

SUPPORT DOCUMENTS: Resolution R-18-016

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-18-016

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 $186,666.66 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $140,000.00; and

b. Chaves County's proportional matching share shall be 25% or $46,666.66

TOTAL PROJECT COST IS $186,666.66

Chaves County shall pay all costs, which exceed the total amount of $140,000.00

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, 2019 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 Project Number SP-2-19(950), Control Number L200397 with the New Mexico Department of Transportation for LGRF Project for the year 2018 - 2019 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:

Railroad Lane-from Berrendo Road to Pine Lodge Road, Lone Cedar Road-from, Berrendo Road to Pine Lodge Road, La Jara Road-from Mescalero Road to Crooked Creek Road, East Berrendo Road-from Crooked Creek Road to Railroad Lane, La Joya Road-from Crooked Creek Road to Pine Lodge Road, Crooked Creek Road-east from North Atkinson Avenue, Sheppard Road-from Isler Road to Pine Lodge Road, Malamute Road-west from North Atkinson Avenue, Meadow Brook Road-from East Second Street to McGaffey Street, East Bland Street-from Roswell City Limits to Red Bridge Road, Cottonwood Lane-from Brasher Road to NM 256, South Springs Loop-from Cottonwood Lane to Spring Branch Road, Spring Branch Road-from Cottonwood Lane to Cottonwood Lane, Brynn Naylor

Road-from Spring Branch Road to South Springs Loop, Chisum Avenue-from East Grand Plains Road to Hobson Road, Birdsall Road-west from Chisum Avenue, Farris Place-west from Chisum Avenue, Whitehead Place-west from Chisum Avenue.

A total of 12.05 miles.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JULY, 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Robert Corn, Chairman

_____
William E. Cavin, Vice-Chairman

ATTEST:

_____
James W. Duffey, Member

_____
T. Calder Ezzell, Jr., Member

_____
Dave Kunko
County Clerk

_____
Jeff Bilberry, Member

AGENDA ITEM: 8C

Resolution R-18-017-Accepting 2018/2019 NMDOT LGRF School Bus Program

MEETING DATE: July 25, 2018

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 12.54 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	$100,000.00
Chaves County	$ 33,333.33
Total Project	$133,333.33

Upon approval of this resolution the NMDOT will create the cooperative agreement.

Staff recommends approval of Resolution R-18-017.

SUPPORT DOCUMENTS: Resolution R-18-017

SUMMARY BY: Bill Williams

TITLE: Public Services Director

RESOLUTION R-18-017

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 $133,333.33 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or $100,000.00; and

b. Chaves County's proportional matching share shall be 25% or $33,333.33

TOTAL PROJECT COST IS $133,333.33

Chaves County shall pay all costs, which exceed the total amount of $100,000.00

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, 2019 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 Project Number SB-7705(931)19, Control Number L200421 with the New Mexico Department of Transportation for LGRF Project for the year 2018 - 2019 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:

Atoka Road-from Brown Road to east end, Townsend Trail-from Brown Road to Brown Road, Ada Road-from Brown Road to east end, West Country Club Road-from Sycamore Avenue to Brown Road, Bright Sky Road-east from Mark Road, West College Blvd-from Mark Road to Avenida de Vista Road, Avenida de Vista Road-from College Blvd to Bright Sky Road, Avenida de Vista-from West Second Street to College Blvd, Bright Sky Road-west from Avenida de Vista Road, Brown Road-from West Second Street to McGaffey Street, West McGaffey Street-from Relief Route to Brown Road, Wooldridge-Margaret Road-from McGaffey to Bland Street, West Summit Street-from Georgia Road to Wooldridge-Margaret Road,

Georgia Road-McGaffey Street to Bland Street, West Charleston Road-from Brown Road to Old Hondo Channel Road, West Charleston Road-from Sunset Avenue to South Main Street, Mistico Lane-from Tierra Grande Road to Palacio Road

A total of 12.54 miles.

PASSED, ADOPTED, SIGNED AND APPROVED THIS _____ DAY OF JULY, 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Robert Corn, Chairman

_____
William E. Cavin, Vice-Chairman

_____
James W. Duffey, Member

_____
T. Calder Ezzell, Jr., Member

_____
Jeff Bilberry, Member

ATTEST:

_____
Dave Kunko
County Clerk

AGENDA ITEM: 9 Resolution R-18-018

MEETING DATE: June 25, 2018 Deletion of property & proposed disposition

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Lucia Serrano

ACTION REQUESTED:

Approval of Resolution R-18-018

ITEM SUMMARY:

Your approval of this resolution will allow staff to remove the attached inventory and to donate two Repeaters to the County of Quay.

Exhibit 'A' has the assets listed.

Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-18-018

SUMMARY BY: Lucia Serrano

TITLE: Juvenile Justice Continuum/ DWI Coordinator

RESOLUTION R-18-018

DELETION OF PROPERTY AND PROPOSED DISPOSITION

At a regular meeting of the Board of Chaves County Commissioners held on June 25, 2018 the following was among the proceedings:

WHEREAS, the Chaves County completed the yearly physical inventory per Fixed Asset Policy Section 5.3.A and 5.3.B.; and,

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

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

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

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

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

Done at Roswell, New Mexico, this 25th Day of June.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Robert Corn, Chairman

_____
William E. Cavin, Vice-Chairman

ATTEST:

_____
T. Calder Ezzell Jr, Member

_____
Jeff Bilberry, Member

_____
Dave Kunko
County Clerk

_____
James W. Duffey, Member

Exhibit 'A'

Asset ID #	Description	Dept
002054	CHAIRSIDE - BLACK	NON PROFIT
002055	CHAIRSIDE - BLACK	NON PROFIT
002142	WALL DIVIDERS3-SECTIONS	NON PROFIT
008340	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008341	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008342	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008343	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008344	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008345	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008347	TABLEFTD 3072 DELUSE FOLDING TABLE	NON PROFIT
008348	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008349	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008350	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008351	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008352	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008353	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008354	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008355	TABLEFTD 3072 DELUXE FOLDING TABLE	NON PROFIT
008407	TABLELZZODE DULUXE FOLDING TABLE30X96X29	NON PROFIT
008408	TABLELAZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008409	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008410	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008411	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008412	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008413	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008414	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008415	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008416	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008417	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008418	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008419	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008420	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008421	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008422	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008423	TABLELZZODE DELUSE FOLDING TABLE30X96X29	NON PROFIT
008424	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008425	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008428	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008429	TABLELZZODE DELUXE FOLDING TABLE30X90X29	NON PROFIT
008430	TABLELZZODE DELUXE FOLDING TABLE30X93X29	NON PROFIT
008431	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008432	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008434	TABLELZZODE DELUXE FOLDING TABLE30X96X29	NON PROFIT
008438	CHAIRSFOLDING PADDED VINLY CHAIRSEACH CHAIR @$14.80	NON PROFIT
008491	CABINET6' HAND MADE SELF	NON PROFIT
008492	CABINET6' HAND MADE SELF	NON PROFIT
008493	TABLE7'TABLEHAND MADE TABLE	NON PROFIT
008494	TABLE7'TABLEHAND MADE TABLE	NON PROFIT
008495	TABLESMALL HAND MADE TABLE	NON PROFIT
008496	GUITARONMUSICAL INSTRUMENT	NON PROFIT
008574	COMPUTERGATEWAY LAPTOP	NON PROFIT
008625	MUSIC STAND	NON PROFIT
009573	INSTRUMENTMUSICAL INSTRUMENT (GUITARRON) W/GIG BAG	NON PROFIT
009576	INSTRUMENTMUSICAL INSTRUMENT (VIHUELAS) W/GIG BAG	NON PROFIT
011382	Table folding table	NON PROFIT
110045	CHAIRSUPERIOR - SIDE - GOLD	NON PROFIT
110046	CHAIR SUPERIOR - SIDE - GREEN	NON PROFIT
110051	CHAIR SUPERIOR - SIDE - GOLD	NON PROFIT
110052	CHAIRSUPERIOR - SIDE - GOLD	NON PROFIT
110054	CHAIRSUPERIOR - SIDE - GREEN	NON PROFIT
110332	CHAIRSIDE - ORANGETAG 333 & 334	NON PROFIT
110334	CHAIRSIDE - ORANGE	NON PROFIT
110622	MICROPHONE	NON PROFIT
112447	CHAIRCOMMERICAL #201	NON PROFIT
112448	CHAIRCOMMERICAL #201	NON PROFIT
163652	TABLECONFERENCEDONATED BY TAX & REV. DEPT.STATE TAG#9002062	NON PROFIT
400045	CABINETWOOD - STORAGE - 1-SECTION(STORAGE)	NON PROFIT
400046	CABINETWOOD - STORAGE - 1-SECTION(STORAGE)	NON PROFIT
000980	REPEATER that is the state fire linklocated on the high lonesome tower.	F&E Servc.
003577	VEHICLE 1999 CHEVE 1TON PUUNIT 123VIN# 1GBJC34F8XF085855G 41638 Welding Truck	ROAD
006938	REPEATERR1225 TRANSCEIVER M43GRC90C2AA	MFD
007201	REPEATERG.E. W/POWER SUPPLYCABINET & COOLING FANS(USED)	MFD
008110	TELEVISION57" TELEVISION	NON PROFIT
008111	RECORDERVHS/DVD RECORDER	NON PROFIT
008112	RECORDERCD TO CD RECORDER	NON PROFIT

008113	PROJECTOROVERHEAD PROJECTOR	NON PROFIT
008356	CARTSTORAGE CART (HOLDS 42 FOLDING CHAIRS)	NON PROFIT
008571	PROJECTORINFOCUS LP820 DATA/VIDEO PROJECTOR 3200	NON PROFIT
008626	ERASABLE DRY BOARD	NON PROFIT
008627	ERASABLE DRY BOARD	NON PROFIT
008628	ERASABLE DRY BOARD	NON PROFIT
008976	FAX MACHINE@ DUNKEN SHOP	ROAD
009140	VIOLIN1/2" VIOLING W/OUTFIT, VN CASE POLISHINGOUTFIT ROSING, CASE ID TAG AND SOFTVIOLIN BAG	NON PROFIT
009142	VIOLIN1/4" VIOLIN W/COUTFIT, VN CASE, POLISHINOUTFIT ROSING, CASE ID TAG, ANDSOFT BAG	NON PROFIT
009143	VIOLIN1/4" VIOLIN W/OUTFIT, VN CASE, POLISHINGOUTFIT ROSING, CASE ID TAG, ANDSOFT VIOLIN BAG	NON PROFIT
009574	INSTRUMENTMUSICAL INSTRUMENT (GUITARRON) W/GIG BAG	NON PROFIT
009575	INSTRUMENTMUSICAL INSTRUMENT (VIHUELA)W/GIG BAG CA	NON PROFIT
009630	GUITARRONMUSICAL INSTRUMENT	NON PROFIT
009880	VIHUELASMUSIC INSTRUMENT	NON PROFIT
009881	VIHUELASMUSIC INSTRUMENT	NON PROFIT
009882	GUITARMUSIC INSTRUMENT	NON PROFIT
009883	ACCORDIANMUSIC INSTRUMENT	NON PROFIT
009884	GUITARRONMUSIC INSTRUMENTAND 15 SETS OF QUITARRON STRINGS $320.00	NON PROFIT
009934	REPEATERINCLUDES EQUIPMENT & METAL BUILDINGREPEATER SITE IS PRIVATELY OWNED	PFD
010480	TRUMPETMODEL LTR100 W/CASE	NON PROFIT
011363	PAINO DIGITAL PAINO	NON PROFIT
013007	Lawn Mower	CCDC/ADULT
013292	LEAF BLOWER	CCDC/ADULT
3489	HP Laser Printer	Dunken
11869	HP Laser Printer	Dunken
N/A	Music Sudio	NON PROFIT
N/A	Weed Eater	CCDC
N/A	Various Printer Toner (18 boxes)	Purchasing
N/A	Oterbox phone cases and chips	Purchasing
N/A	Jet band Saw	ROAD

AGENDA ITEM: 10 Resolution R-18-019

MEETING DATE: June 25, 2018 Approval of Budget Adjustment

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Anabel Barraza, Assistant Finance Director

ACTION REQUESTED:
Approval of Resolution R-18-019

ITEM SUMMARY:

The Finance Department is requesting a budget adjustment for line items in Exhibit 'A'. This will ensure positive budget balances.

Staff recommends approval.

SUPPORT DOCUMENTS:

Resolution R-18-019

SUMMARY BY: Anabel Barraza

TITLE: Assistant Finance Director

RESOLUTION R-18-019

BUDGET ADJUSTMENT REQUEST

WHEREAS, at a regular meeting of the Board of Chaves County Commissioners held on June 25, 2018, the following was among the proceedings:

WHEREAS, the budget must be adjusted for fiscal year 2017-2018 expenditures; and,

WHEREAS, there are sufficient funds available for the budget adjustments; and,

WHEREAS, budget adjustments are necessary to ensure positive budget balances; and,

WHEREAS, the Board of Chaves County Commissioners deems it necessary to adjust the FY 17-18 Final Budget as designated in Exhibit 'A', attached.

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

Done at Roswell, New Mexico, this 25th day of June 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

Robert Corn, Chairman

William E. Cavin, Vice-Chairman

ATTEST:

James W. Duffey, Member

T. Calder Ezzell Jr, Member

Dave Kunko
County Clerk

Jeff Bilberry, Member

EXHIBIT 'A'

DFA	ACCOUNT	DESCRIPTION	AMOUNT

DFA	Account Number	Description	Amount
101	401-4-401-708-000	BUILDING PERMITS	78,887.00
101	401-4-401-716-000	CCDC BOOKING FEES	16,470.02
101	401-4-402-645-000	REIMBURSEMENT - STATE	127,415.93
101	401-4-402-657-000	FIRE FUND ALLOTMENT	18,035.45
101	401-4-403-701-000	CARE OF FEDERAL PRISONERS	12,000.00
101	401-4-403-702-000	CARE OF PRISONERS - MUNICIPAL	208,600.00
101	401-4-407-771-000	SALE OF COUNTY PROPERTY	19,612.00
209	408-4-402-657-000	E.G.PLAINS-FIRE FUND ALLOTMENT	23,795.63
209	412-4-402-657-000	SIERRA-FIRE FUND ALLOTMENT	62,517.89
209	412-4-402-820-000	WILD LANDS	14,834.65
299	431-4-402-667-000	O.D.W.I. GRANT	18,724.09
201	435-4-402-641-000	CORRECTIONS FEES	13,366.24
101	442-4-405-736-000	Gain/Loss on Sales	480,971.43
204	602-4-404-721-000	INTEREST ON INVESTMENTS	65,273.76
101	603-4-402-721-000	INTEREST ON INVESTMENTS	16,560.56
203	628-4-400-619-000	1% ADMINISTRATIVE FEE	34,768.78
300	635-6-671-403-000	City of Roswell – Ambulance	5,000
300	635-6-671-409-000	City of Roswell – Pecos Valley Communication	90,000
300	635-6-682-375-000	Leases	33,000
300	635-4-408-781-000	Permanent Transfer	150,000
226	650-4-408-781-000	Permanent Transfer	-950,000
204	402-4-408-781-000	Permanent Transfer	800,000

AGENDA ITEM: 11

Resolution R-18-020 Supporting the Upgrade of the Hobson Road and U.S. 285 Intersection

MEETING DATE: June 25, 2018

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs

ACTION REQUESTED: Approve Resolution

ITEM SUMMARY:

This Resolution outlines Chaves County's support of the State of New Mexico Department of Transportation upgrade of the intersection of U.S. 285 and Hobson Road. The City Council approved a similar resolution earlier this month.

Staff recommends approval.

SUPPORT DOCUMENTS: Resolution R-18-020

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

RESOLUTION R-18-020
SUPPORTING THE UPGRADE OF THE HOBSON ROAD AND U.S. 285 INTERSECTION

WHEREAS, Hobson Road provides access to the Roswell International Air Center (RIAC), and

WHEREAS, RIAC plays a critical role in the economy of Chaves County, and

WHEREAS, the intersection of U.S. 285 and Hobson Road is a major intersection used by manufacturing, agriculture and air travelers, and

WHEREAS, the intersection is in desperate need of upgrading, including acceleration and deceleration lanes, signage and lighting.

NOW THEREFORE BE IT RESOLVED by the Board of Chaves County Commissioners that the County fully supports the State of New Mexico Department of Transportation efforts in upgrading the intersection of U.S. 285 and Hobson Road.

DONE this 25th day of June, 2018.

BOARD OF CHAVES COUNTY COMMISSIONERS

_____
Robert Corn, Chairman

_____
William E. Cavin, Vice-Chairman

_____
James W. Duffey, Member

_____
T. Calder Ezzell, Jr., Member

_____
Jeff Bilberry, Member

ATTEST:

_____
Dave Kunko
County Clerk

Item # 12 ITB-18-2 – Uniforms for Chaves County Detention Center

Meeting Date: 6-25-2018

STAFF SUMMARY

REQUESTED BY: Sandra Rodriguez, Purchasing Director
ACTION REQUIRED: Award ITB-18-2

SUMMARY: The County has received the following bids under ITB-18-2 for Uniforms for the Detention Center:

ITEM	Galls, LLC Lexington, KY	Kaufman's West, LLC Albuquerque, NM	Bob Barker, Inc Fuquay-Varina, NC
1. Standard Duty Shirts			
A – Long Sleeve	$49.00	$83.90	$39.45
B – Men's Tall	$56.00	$92.90	-------
C – Embroidery	$3.79	---------	$11.29
2. Pants			
A – Regular Sizes	$40.00	$52.90	$36.59
B – XL Sizes	$47.00	$70.40	$38.69
C – XXL Sizes	$47.00	$70.40	$44.59
3. Delivery Time	14 days for in-stock items	Within 60 days	60 days

Staff has reviewed the bid, finds it responsive to specifications, and recommends award to Galls, LLC for all items as listed. Award of this bid will constitute a price agreement under which orders may be placed for the duration of the term.

SUPPORT DOCUMENTS: Bid Summary

Submitted by: Sandra Rodriguez, CPO
Title: Purchasing Director

BID SUMMARY

BID #: ITB-18-2

COMMODITY: Uniforms for Chaves County Detention Center

USER DEPARTMENT(S): CCDC, Juvenile Detention

SPECIFICATIONS BY: Clay Corn

ADVERTISED: May 6, 2018 in the Roswell Daily Record and online through the NM Purchasing Group and Chaves County Web page.

ADDENDA ISSUED: None

OPEN DATE: May 31, 2018.

SPECIFIC DESCRIPTION: Award of this bid will serve as a price agreement for all orders placed for an initial one-year period with the option to renew for up to three additional one-year terms.

AGENDA ITEM: 13

Permission to Publish for a Public Hearing Regarding Amending Ordinance No. 7 Chaves County Zoning Ordinance

MEETING DATE: June 25, 2018

STAFF SUMMARY REPORT

ACTION REQUESTED BY: Stanton L. Riggs, County Manager

ACTION REQUESTED: Permission to Publish

ITEM SUMMARY:

Staff is requesting permission to publish for a public hearing regarding Ordinance No. 7 to be held on Thursday, July 19, 2018 at 9:00 a.m. in the Chaves County Commission Chambers during the Commission's regular meeting. This proposed amendment would allow the Planning and Zoning Director to approve a change of use in an industrial zone upon determination the proposed change of use is of equal or lessor impact.

Staff recommends approval.

SUPPORT DOCUMENTS: Amendment to Ordinance No. 7

SUMMARY BY: Stanton L. Riggs

TITLE: County Manager

AMENDING CHAVES COUNTY ORDINANCE NO. 7
Zoning Ordinance

Staff is requesting the Chaves County Commission to consider a proposed amendment to the Chaves County Zoning Ordinance.

ARTICLE XIII – Industrial - Zone D – District Regulations

Section 1. B. Use Regulations. A building or premises shall be used only for the following purposes as each individual and subsequent use is approved by the Board of Chaves County Commissioners, subject to such conditions and restrictions as they may impose.

This requires that a Change in Use application is required every time an Industrial Zoned parcel has a change in use, even if that change in use is to a use with equal or lesser impact. Impact can include hours of operation, noise, lighting, traffic, views, air quality issues, water and wastewater issues and aesthetics. There is also the fact that neighborhoods and neighbors change over time.

We can choose to continue to micromanage all industrial uses or we can give administrative authority to the Planning Director to determine if the proposed "change in use" is of equal or lesser impact, and allow administrative approval if so.

ARTICLE XIII – Industrial - Zone D – District Regulations

Section 1. B. Use Regulations. A building or premises shall be used only for the following purposes as ~~each individual and subsequent use is~~ approved by the Board of Chaves County Commissioners, subject to such conditions and restrictions as they may impose. The Planning Director may administratively approve and amend an approved change of use, including conditions of approval, upon determining a proposed change of use is of equal or lesser impact. Uses determined to not meet said criteria shall be subject to a Change of Use application and review and approval by the Commission.

Staff recommends that Chaves County Ordinance No. 7, the Zoning Ordinance, be amended per the ~~strikethroughs~~ and added language as noted above in Article XIII, Section 1. B.

Approval of Checks Approval of Checks

Commission Meeting 25-Jun-18

STAFF SUMMARY REPORT

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

ACTION REQUESTED:
Approval of Checks

ITEM SUMMARY:

A/P:	03-May-18		$54,939.46
	11-May-18		$566,095.78
	18-May-18		$150,781.53
	25-May-18		$62,922.93
PAYROLL:	06-May-18	REGULAR	$250,907.41
		FINALS	$1,366.39
	20-May-18	REGULAR	$279,697.10
		FINALS	$1,086.90

Grand Total Checks to be Approved: $1,367,797.50

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
Fax 575-624-6576

Joseph R. Skeen Building

COMMISSIONERS
James W. Duffey · 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: 5-3-18	Date:	Date:
Packet# 00616	Packet#	Packet#
Date: 5-11-18	Date:	Date:
Packet# 00624	Packet#	Packet#
Date: 5-18-18	Date:	Date:
Packet# 00628	Packet#	Packet#
Date: 5-25-18	Date:	Date:
Packet# 00638	Packet#	Packet#

BOARD OF CHAVES COUNTY COMMISSIONERS

Robert Corn, Chairman

William E. Cavin, Vice-Chairman

ATTEST:

James W. Duffey, Member

T. Calder Ezzell Jr, Member

Dave Kunko
County Clerk

Jeff Bilberry, Member

Chaves County, NM

Expense Approval Register

Packet: APPKT00616 - CHECK RUN/05/03/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: AMERICAN STEWARDS OF LIBERTY					
AMERICAN STEWARDS OF LI	841	05/01/2018	ASL CASE MANGEMENT FEE	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	11 ASPEN	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	1,666.66
			Vendor ASPEN OF NEW MEXICO INC Total:		**1,666.66**
Vendor: BELL GAS INC.					
BELL GAS INC.	235847	05/01/2018	ACCT.#070065	402-6-653-223-000	3,096.56
			Vendor BELL GAS INC. Total:		**3,096.56**
Vendor: CENTRAL VALLEY ELECTRIC COOP					
CENTRAL VALLEY ELECTRIC C	CC018230	05/01/2018	ACCT.#10114001	410-8-816-341-000	181.38
CENTRAL VALLEY ELECTRIC C	CC018230	05/01/2018	ACCT.#23898800	410-8-816-341-000	18.76
CENTRAL VALLEY ELECTRIC C	CC018232	05/01/2018	ACCT.#12413201	411-8-814-341-000	50.47
CENTRAL VALLEY ELECTRIC C	CC018232	05/01/2018	ACCT.#12413301	411-8-814-341-000	9.38
CENTRAL VALLEY ELECTRIC C	CC018232	05/01/2018	ACCT.#12026501	411-8-814-341-000	51.64
CENTRAL VALLEY ELECTRIC C	CC018232	05/01/2018	ACCT.#12413101	411-8-814-341-000	10.30
CENTRAL VALLEY ELECTRIC C	CC018233	05/01/2018	ACCT.#120010802	401-6-691-243-000	49.71
CENTRAL VALLEY ELECTRIC C	CC018233	05/01/2018	ACCT.#12209501	401-6-691-243-000	504.69
CENTRAL VALLEY ELECTRIC C	CC018233	05/01/2018	ACCT.#10147201	401-6-691-243-000	32.50
CENTRAL VALLEY ELECTRIC C	CC018233	05/01/2018	ACCT.#23133100	410-8-816-341-000	107.56
CENTRAL VALLEY ELECTRIC C	CC018233	05/01/2018	ACCT.#6695501	414-8-819-341-000	140.36
CENTRAL VALLEY ELECTRIC C	CC018233	05/01/2018	ACCT.#24186400	437-6-659-341-000	46.67
CENTRAL VALLEY ELECTRIC C	CC018233	05/01/2018	ACCT.#12412501	437-6-659-341-000	49.02
CENTRAL VALLEY ELECTRIC C	CC018233	05/01/2018	ACCT.#22987100	437-6-659-341-000	50.88
			Vendor CENTRAL VALLEY ELECTRIC COOP Total:		**1,303.32**
Vendor: CHAVES COUNTY C.A.S.A.					
CHAVES COUNTY C.A.S.A.	11 CASA	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	2,333.33
			Vendor CHAVES COUNTY C.A.S.A. Total:		**2,333.33**
Vendor: COACH CRAFT					
COACH CRAFT	CC018234	05/01/2018	LABOR & MATERIAL	401-7-751-221-000	461.58
			Vendor COACH CRAFT Total:		**461.58**
Vendor: CODYS WATER WELL SERVICE					
CODYS WATER WELL SERVICE	688916	05/01/2018	LABOR & MATERIAL	409-8-813-256-000	3,842.19
			Vendor CODYS WATER WELL SERVICE Total:		**3,842.19**
Vendor: CUMBERLAND WATER CO-OP					
CUMBERLAND WATER CO-O	CC018235	05/01/2018	ACCT.#G215	401-6-691-341-000	36.21
CUMBERLAND WATER CO-O	CC018236	05/01/2018	ACCT.#G105	410-8-816-341-000	35.38
CUMBERLAND WATER CO-O	CC018237	05/01/2018	ACCT.#B1085	408-8-812-340-000	21.43
			Vendor CUMBERLAND WATER CO-OP Total:		**93.02**
Vendor: DEXTER CONSOLIDATED SCHOOLS					
DEXTER CONSOLIDATED SCH	10 DCS	05/02/2018	TNT/MAY 2018	432-7-761-267-000	1,200.00
			Vendor DEXTER CONSOLIDATED SCHOOLS Total:		**1,200.00**
Vendor: DIANE TAYLOR					
DIANE TAYLOR	11 DT	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	3,000.00
			Vendor DIANE TAYLOR Total:		**3,000.00**
Vendor: DIANNE MEDA					
DIANNE MEDA	11 DM	05/02/2018	DWI DISTRIBUTION FUND	432-7-766-267-000	3,000.00
			Vendor DIANNE MEDA Total:		**3,000.00**
Vendor: EMS BUREAU/DEPT. OF HEALTH					
EMS BUREAU/DEPT. OF HEAL	EMS04011884.1	05/01/2018	FIRST RESPONDER RENEWAL	408-8-812-253-000	60.00
EMS BUREAU/DEPT. OF HEAL	EMS04011884.2	05/01/2018	FIRST RESPONDER RENEWAL	408-8-812-253-000	60.00

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
EMS BUREAU/DEPT. OF HEAL	EMS04011884	05/01/2018	FIRST RESPONDER RENEWAL	408-8-812-253-000	60.00
			Vendor EMS BUREAU/DEPT. OF HEALTH Total:		**180.00**
Vendor: FRANK G. MAGOURILOS					
FRANK G. MAGOURILOS	11 PS	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	291.66
			Vendor FRANK G. MAGOURILOS Total:		**291.66**
Vendor: GILBERT, JAMES					
GILBERT, JAMES	18-004-351-SU	05/01/2018	LABOR & MATERIAL	412-8-815-221-000	4,361.60
			Vendor GILBERT, JAMES Total:		**4,361.60**
Vendor: HAGERMAN MUNICIPAL SCHOOLS					
HAGERMAN MUNICIPAL SCH	10 HMS	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	1,200.00
			Vendor HAGERMAN MUNICIPAL SCHOOLS Total:		**1,200.00**
Vendor: JOHNSON SEPTIC TANK CO.					
JOHNSON SEPTIC TANK CO.	1164	05/01/2018	LABOR & MATERIAL	401-6-696-257-000	303.58
			Vendor JOHNSON SEPTIC TANK CO. Total:		**303.58**
Vendor: KLEEN TECH SERVICES CORPATION					
KLEEN TECH SERVICES CORPA	45911	05/01/2018	JANITORIAL SERVICES	401-6-691-267-000	2,582.81
KLEEN TECH SERVICES CORPA	45912	05/01/2018	JANITORIAL SERVICES	401-6-693-267-000	812.71
KLEEN TECH SERVICES CORPA	45913	05/01/2018	JANITORIAL SERVICES	401-6-694-267-000	206.21
			Vendor KLEEN TECH SERVICES CORPATION Total:		**3,601.73**
Vendor: LAKE ARTHUR SCHOOL DISTRICT					
LAKE ARTHUR SCHOOL DISTR	10 LA	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	1,200.00
			Vendor LAKE ARTHUR SCHOOL DISTRICT Total:		**1,200.00**
Vendor: MIRANDA PEST CONTROL					
MIRANDA PEST CONTROL	CC018220	05/02/2018	PEST CONTROL SERVICE	452-8-832-267-000	26.92
			Vendor MIRANDA PEST CONTROL Total:		**26.92**
Vendor: NEOPOST USA INC					
NEOPOST USA INC	1101100274	05/01/2018	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	CC018222	05/01/2018	ACCT.#075706312-0781188-	412-8-815-341-000	78.97
NEW MEXICO GAS COMPAN	CC018223	05/01/2018	ACCT.#076281612-0786941-	401-6-693-341-000	21.27
			Vendor NEW MEXICO GAS COMPANY INC Total:		**100.24**
Vendor: NORTHSTAR PLUMBING & HEATING					
NORTHSTAR PLUMBING & H	5701	05/02/2018	LABOR & MATERIAL	401-6-696-257-000	239.92
			Vendor NORTHSTAR PLUMBING & HEATING Total:		**239.92**
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	11 WINGS	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	2,500.00
			Vendor ROSWELL W.F.L. Total:		**2,500.00**
Vendor: SERENITY COUNSELING					
SERENITY COUNSELING	11 SC	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	3,125.00
SERENITY COUNSELING	11 SC	05/02/2018	DWI DISTRIBUTION FUND	432-7-762-267-000	1,250.00
			Vendor SERENITY COUNSELING Total:		**4,375.00**
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC018224	05/01/2018	ACCT.#54-3943811-2	452-8-832-341-000	95.99
SOUTHWESTERN PUBLIC SER	CC018225	05/01/2018	ACCT.#54-3949442-7	401-6-645-341-000	1,235.83
SOUTHWESTERN PUBLIC SER	CC018225	05/01/2018	ACCT.#54-3949442-7	401-6-692-341-000	6,315.39
SOUTHWESTERN PUBLIC SER	CC018225	05/01/2018	ACCT.#54-3949442-7	401-6-692-341-000	557.91
SOUTHWESTERN PUBLIC SER	CC018226	05/01/2018	ACCT.#54-3943782-6	412-8-815-341-000	61.76
SOUTHWESTERN PUBLIC SER	CC018226	05/01/2018	ACCT.#54-3943785-9	412-8-815-341-000	60.90
SOUTHWESTERN PUBLIC SER	CC018227	05/01/2018	ACCT.#54-3943607-4	401-7-751-341-000	39.69
SOUTHWESTERN PUBLIC SER	CC018228	05/01/2018	ACCT.#54-0010784288-9	412-8-815-341-000	94.83
SOUTHWESTERN PUBLIC SER	CC018229	05/01/2018	ACCT.#54-8936266-1	412-8-815-341-000	93.26
			Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:		**8,555.56**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: THE ROSWELL REFUGE					
THE ROSWELL REFUGE	11 RR	05/02/2018	DWI DISTRIBUTION FUND	432-7-761-267-000	2,666.66
				Vendor THE ROSWELL REFUGE Total:	**2,666.66**
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	CC018221	05/01/2018	ACCT.#1085	401-6-693-341-000	75.93
				Vendor TOWN OF DEXTER Total:	**75.93**
Vendor: UNITED SALT CORP					
UNITED SALT CORP	90399968	05/01/2018	ACCT.#3006600	401-6-696-230-000	1,764.00
				Vendor UNITED SALT CORP Total:	**1,764.00**
				Grand Total:	**54,939.46**

Fund Summary

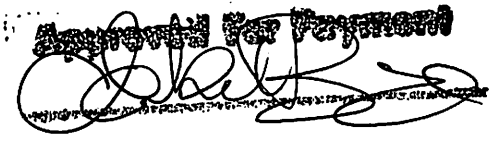
Fund	Expense Amount
401 - GENERAL FUND	18,739.94
402 - ROAD FUND	3,096.56
408 - EAST GRAND PLAINS VOLFIRE	201.43
409 - PENASCO VOLUNTEER FIRE FD	3,842.19
410 - MIDWAY VOLUNTEER FIRE FND	343.08
411 - BERRENDO VOLUNTEER FIRE	121.79
412 - SIERRA VOLUNTEER FIRE FND	4,751.32
414 - CC FIRE DIST #8 VOL FIRE	140.36
432 - DWI GRANT FUNDS	23,433.31
437 - ENVIRONMENTAL TAX	146.57
452 - FLOOD CONTROL	122.91
Grand Total:	**54,939.46**

Account Summary

Account Number	Account Name	Expense Amount
401-6-619-260-000	PROFESSIONAL SERVICE	1,500.00
401-6-619-339-000	POSTAGE/FREIGHT	2,000.00
401-6-645-341-000	UTILITIES	1,235.83
401-6-691-243-000	HIGHWAY LIGHTS	586.90
401-6-691-267-000	CONTRACTUAL SERVICES	2,582.81
401-6-691-341-000	UTILITIES	36.21
401-6-692-341-000	UTILITIES	6,873.30
401-6-693-267-000	CONTRACTUAL SERVICES	812.71
401-6-693-341-000	UTILITIES	97.20
401-6-694-267-000	CONTRACTUAL SERVICES	206.21
401-6-696-230-000	SUPPLIES/TOOLS	1,764.00
401-6-696-257-000	FACILITY MAINT/REPAIR	543.50
401-7-751-221-000	VEH/HVY EQUIP. REPAIR	461.58
401-7-751-341-000	UTILITIES	39.69
402-6-653-223-000	VEHICLE FUELS	3,096.56
408-8-812-253-000	DUES & OTHER FEES	180.00
408-8-812-340-000	TELEPHONE	21.43
409-8-813-256-000	BLDG. IMPROVEMENT P	3,842.19
410-8-816-341-000	UTILITIES	343.08
411-8-814-341-000	UTILITIES	121.79
412-8-815-221-000	VEH/HVY EQUIP. REPAIR	4,361.60
412-8-815-341-000	UTILITIES	389.72
414-8-819-341-000	UTILITIES	140.36
432-7-761-267-000	CONTRACTUAL SERVICES	19,183.31
432-7-762-267-000	CONTRACTUAL SERVICES	1,250.00
432-7-766-267-000	CONTRACTUAL SERVICES	3,000.00
437-6-659-341-000	UTILITIES	146.57
452-8-832-267-000	CONTRACTUAL SERVICES	26.92
452-8-832-341-000	UTILITIES	95.99
	Grand Total:	**54,939.46**

Project Account Summary

Project Account Key	Expense Amount
None	54,939.46
Grand Total:	**54,939.46**



Chaves County, NM

Expense Approval Register

Packet: APPKT00624 - CHECK RUN/05/11/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: A-1 UPHOLSTERY SHOP					
A-1 UPHOLSTERY SHOP	528111	05/01/2018	LABOR & MATERIAL	402-6-653-221-000	160.00
				Vendor A-1 UPHOLSTERY SHOP Total:	**160.00**
Vendor: ABC PROPANE INC					
ABC PROPANE INC	193925	05/01/2018	ACCT.#102721	452-8-832-223-000	718.04
ABC PROPANE INC	193926	05/01/2018	ACCT.#102721	452-8-832-223-000	2,124.81
				Vendor ABC PROPANE INC Total:	**2,842.85**
Vendor: ACCURATE					
ACCURATE	493	05/01/2018	PROFESSIONAL SERVICES	401-6-613-246-000	172.00
				Vendor ACCURATE Total:	**172.00**
Vendor: BAMBI NALLEY					
BAMBI NALLEY	INV0001798	05/10/2018	SEELY DM-2013-443	401-2-200-018-000	115.38
				Vendor BAMBI NALLEY Total:	**115.38**
Vendor: BELL GAS INC.					
BELL GAS INC.	13563	05/08/2018	ACCT.#10693	402-6-653-223-000	6,946.15
BELL GAS INC.	13564	05/07/2018	ACCT.#10693	402-6-653-223-000	13,788.46
				Vendor BELL GAS INC. Total:	**20,734.61**
Vendor: BERRENDO CO-OP WATER USERS					
BERRENDO CO-OP WATER U	CC018243	05/01/2018	ACCT.#J1720000	402-6-651-341-000	45.51
				Vendor BERRENDO CO-OP WATER USERS Total:	**45.51**
Vendor: BRANDON HEBERT					
BRANDON HEBERT	8928	05/01/2018	RENTAL AND SERVICE	402-6-653-251-000	181.09
BRANDON HEBERT	9019	05/03/2018	RENTAL AND SERVICE	402-6-653-251-000	181.09
				Vendor BRANDON HEBERT Total:	**362.18**
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0001795	05/10/2018	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 AE	05/10/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	3,850.00
CHAVES COUNTY C.A.S.A.	10 GS	05/10/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	1,800.00
CHAVES COUNTY C.A.S.A.	10 YA	05/10/2018	CONTINUUM GRANT/ FY 17-	631-8-885-267-000	5,134.00
				Vendor CHAVES COUNTY C.A.S.A. Total:	**10,784.00**
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC018242	05/01/2018	ACCT.#137415-52228	452-8-832-341-000	18.07
CITY OF ROSWELL	CC018249	05/01/2018	ACCT.#137417-52230	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018250	05/01/2018	ACCT.#137417-52234	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018251	05/01/2018	ACCT.#137417-52236	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018252	05/01/2018	ACCT.#137417-52238	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018253	05/01/2018	ACCT.#137417-52240	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018254	05/01/2018	ACCT.#137417-52242	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018255	05/01/2018	ACCT.#137417-52244	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018256	05/01/2018	ACCT.#137417-52246	402-6-653-291-000	18.07
				Vendor CITY OF ROSWELL Total:	**162.63**
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC018248	05/01/2018	ACCT.#44	437-6-659-242-000	9,877.13
				Vendor CITY OF ROSWELL Total:	**9,877.13**
Vendor: CITY OF ROSWELL					
CITY OF ROSWELL	CC018247	05/01/2018	ANNUAL ALLOCATION/FY 17-	635-6-671-403-000	25,000.00
				Vendor CITY OF ROSWELL Total:	**25,000.00**

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	116502	05/01/2018	ACCT.#11390	402-6-653-290-000	2,986.35
CONSTRUCTORS INC	116525	05/01/2018	ACCT.#11390	402-6-653-290-000	10,050.93
CONSTRUCTORS INC	116547	05/01/2018	ACCT.#11390	402-6-653-290-000	305.12
CONSTRUCTORS INC	116576	05/01/2018	ACCT.#11390	402-6-653-290-000	14,749.06
CONSTRUCTORS INC	116577	05/01/2018	ACCT.#11390	402-6-653-290-000	7,403.31
CONSTRUCTORS INC	116638	05/01/2018	ACCT.#11390	402-6-653-290-000	1,812.25
CONSTRUCTORS INC	116639	05/01/2018	ACCT.#11390	402-6-653-290-000	12,506.56
CONSTRUCTORS INC	116665	05/01/2018	ACCT.#11390	402-6-653-290-000	4,262.72
CONSTRUCTORS INC	116695	05/02/2018	ACCT.#11390	402-6-653-290-000	7,525.06
CONSTRUCTORS INC	3041291	05/07/2018	ACCT.#11390	452-8-832-230-000	191.20
CONSTRUCTORS INC	3041292	05/07/2018	ACCT.#11390	452-8-832-230-000	211.96
CONSTRUCTORS INC	3041304	05/07/2018	ACCT.#11390	452-8-832-230-000	205.38
CONSTRUCTORS INC	3041305	05/07/2018	ACCT.#11390	452-8-832-230-000	206.01
CONSTRUCTORS INC	3041306	05/07/2018	ACCT.#11390	452-8-832-230-000	201.96
CONSTRUCTORS INC	3041307	05/07/2018	ACCT.#11390	452-8-832-230-000	209.43
				Vendor CONSTRUCTORS INC Total:	**62,827.30**
Vendor: COOPERATIVE EDUCATIONAL SVCS.					
COOPERATIVE EDUCATIONAL	24-075617	05/08/2018	ACCT.#CHAVESCOUNTY	401-6-645-230-000	2,813.00
COOPERATIVE EDUCATIONAL	24-075618	05/08/2018	ACCT.#CHAVESCOUNTY	650-6-684-230-000	8,405.68
				Vendor COOPERATIVE EDUCATIONAL SVCS. Total:	**11,218.68**
Vendor: DEERE CREDIT INC					
DEERE CREDIT INC	1988997	05/01/2018	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	1988998	05/01/2018	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	1988999	05/01/2018	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	1989000	05/01/2018	ACCT.#030-0065562-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	1991071	05/01/2018	ACCT.#030-0061556-006	402-6-653-251-000	4,055.51
DEERE CREDIT INC	1991348	05/01/2018	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45
DEERE CREDIT INC	1991349	05/01/2018	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45
				Vendor DEERE CREDIT INC Total:	**23,413.29**
Vendor: GLOBE LIFE AND ACCIDENT INS					
GLOBE LIFE AND ACCIDENT I	INV0001789	05/10/2018	GLOBE LIFE PAYABLE	401-2-200-016-000	283.22
GLOBE LIFE AND ACCIDENT I	INV0001789	05/10/2018	GLOBE LIFE PAYABLE	402-2-200-016-000	413.35
				Vendor GLOBE LIFE AND ACCIDENT INS Total:	**696.57**
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	6080	05/01/2018	PERMIT #4738	427-6-639-296-000	600.00
HERITAGE MEMORIAL ALLIA	6089	05/01/2018	PERMIT #4740	427-6-639-296-000	600.00
				Vendor HERITAGE MEMORIAL ALLIANCE Total:	**1,200.00**
Vendor: HOLCOMB LAW OFFICE					
HOLCOMB LAW OFFICE	2143	05/01/2018	LEGAL SERVICES	401-6-611-260-000	2,192.49
				Vendor HOLCOMB LAW OFFICE Total:	**2,192.49**
Vendor: INLAND KENWORTH					
INLAND KENWORTH	AL444058	05/01/2018	ACCT.#4646626	402-6-653-221-000	936.60
				Vendor INLAND KENWORTH Total:	**936.60**
Vendor: JEANINE CORN BEST					
JEANINE CORN BEST	INV0001797	05/10/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
				Vendor JEANINE CORN BEST Total:	**154.62**
Vendor: KANSAS STATE BANK OF MANHATTAN					
KANSAS STATE BANK OF MA	40-4	05/10/2018	ACCT.#3347498	402-6-653-251-000	1,410.42
KANSAS STATE BANK OF MA	54-2	05/10/2018	ACCT.#3345504	402-6-653-251-000	1,545.01
KANSAS STATE BANK OF MA	54-3	05/10/2018	ACCT.#3345505	402-6-653-251-000	1,545.01
				Vendor KANSAS STATE BANK OF MANHATTAN Total:	**4,500.44**
Vendor: MELTEL VALENTINE					
MELTEL VALENTINE	003135	05/01/2018	CAPITAN TOWER	401-7-751-251-000	371.32
				Vendor MELTEL VALENTINE Total:	**371.32**
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC018244	05/01/2018	ACCT.#076333413-0787459-	452-8-832-341-000	33.60

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC018245	05/01/2018	ACCT.#076846512-1202378-	411-8-814-341-000	20.85
				Vendor NEW MEXICO GAS COMPANY INC Total:	54.45
Vendor: NM GEN SVCS RISK MGMT					
NM GEN SVCS RISK MGMT	CC018239	05/05/2018	PREMIUMS/FEES	401-2-200-007-000	155,210.34
NM GEN SVCS RISK MGMT	CC018239	05/05/2018	PREMIUMS/FEES	402-2-200-007-000	32,752.44
NM GEN SVCS RISK MGMT	CC018239	05/05/2018	PREMIUMS/FEES	427-2-200-007-000	1,377.64
NM GEN SVCS RISK MGMT	CC018239	05/05/2018	PREMIUMS/FEES	432-2-200-007-000	2,515.73
NM GEN SVCS RISK MGMT	CC018239	05/05/2018	PREMIUMS/FEES	435-2-200-007-000	2,337.11
NM GEN SVCS RISK MGMT	CC018239	05/05/2018	PREMIUMS/FEES	452-2-200-007-000	9,455.17
NM GEN SVCS RISK MGMT	CC018239	05/05/2018	PREMIUMS/FEES	628-2-200-007-000	5,223.74
NM GEN SVCS RISK MGMT	CC018240	05/05/2018	PREMIUMS	401-2-200-005-000	2,183.20
NM GEN SVCS RISK MGMT	CC018240	05/05/2018	PREMIUMS	402-2-200-005-000	463.80
NM GEN SVCS RISK MGMT	CC018240	05/05/2018	PREMIUMS	427-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC018240	05/05/2018	PREMIUMS	432-2-200-005-000	35.30
NM GEN SVCS RISK MGMT	CC018240	05/05/2018	PREMIUMS	435-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC018240	05/05/2018	PREMIUMS	437-2-200-005-000	14.90
NM GEN SVCS RISK MGMT	CC018240	05/05/2018	PREMIUMS	452-2-200-005-000	134.10
NM GEN SVCS RISK MGMT	CC018240	05/05/2018	PREMIUMS	628-2-200-005-000	74.50
NM GEN SVCS RISK MGMT	CC018241	05/05/2018	PREMIUMS	401-2-200-021-000	1,572.66
NM GEN SVCS RISK MGMT	CC018241	05/05/2018	PREMIUMS	402-2-200-021-000	307.37
NM GEN SVCS RISK MGMT	CC018241	05/05/2018	PREMIUMS	427-2-200-021-000	12.05
NM GEN SVCS RISK MGMT	CC018241	05/05/2018	PREMIUMS	432-2-200-021-000	26.20
NM GEN SVCS RISK MGMT	CC018241	05/05/2018	PREMIUMS	435-2-200-021-000	27.29
NM GEN SVCS RISK MGMT	CC018241	05/05/2018	PREMIUMS	452-2-200-021-000	87.08
NM GEN SVCS RISK MGMT	CC018241	05/05/2018	PREMIUMS	628-2-200-021-000	53.45
				Vendor NM GEN SVCS RISK MGMT Total:	213,904.87
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	INV0001777	05/01/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	2.98
NM RETIREE HEALTH CARE A	INV0001783	05/02/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	2.97
NM RETIREE HEALTH CARE A	INV0001817	05/10/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,501.09
NM RETIREE HEALTH CARE A	INV0001817	05/10/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,638.01
NM RETIREE HEALTH CARE A	INV0001817	05/10/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	92.90
NM RETIREE HEALTH CARE A	INV0001817	05/10/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	128.31
NM RETIREE HEALTH CARE A	INV0001817	05/10/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	83.66
NM RETIREE HEALTH CARE A	INV0001817	05/10/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	53.85
NM RETIREE HEALTH CARE A	INV0001817	05/10/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	400.77
NM RETIREE HEALTH CARE A	INV0001817	05/10/2018	NM RETIREE HEALTH CARE P	628-2-200-020-000	231.63
NM RETIREE HEALTH CARE A	INV0001818	05/10/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,414.73
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	11,550.90
Vendor: NM TRD/PTD					
NM TRD/PTD	CC018238	05/07/2018	REGISTRATION FEE/J. MELEN	401-7-732-225-000	427.50
NM TRD/PTD	CC018238	05/07/2018	REGISTRATION FEE/J.MELEN	628-7-733-225-000	427.50
				Vendor NM TRD/PTD Total:	855.00
Vendor: ROSWELL CHAMBER OF COMMERCE					
ROSWELL CHAMBER OF CO	11765	05/01/2018	ANNUAL ALLOCATION/FY 17-	401-6-672-426-000	5,833.00
				Vendor ROSWELL CHAMBER OF COMMERCE Total:	5,833.00
Vendor: ROSWELL W.F.L.					
ROSWELL W.F.L.	9 BA	05/09/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	8,256.00
ROSWELL W.F.L.	9 WT	05/09/2018	CONTINUUM GRANT/FY 17-1	631-8-885-267-000	333.00
				Vendor ROSWELL W.F.L. Total:	8,589.00
Vendor: SHANNON STUFFELBEAM					
SHANNON STUFFELBEAM	INV0001809	05/10/2018	DM-2013-534-MAGILL	437-2-200-018-000	253.85
				Vendor SHANNON STUFFELBEAM Total:	253.85
Vendor: SOUTHWEST CORRECTIONAL MEDICAL GROUP					
SOUTHWEST CORRECTIONAL	INV001557	05/01/2018	CORRECTIONAL HEALTHCAR	427-6-639-268-000	142,423.45
				Vendor SOUTHWEST CORRECTIONAL MEDICAL GROUP Total:	142,423.45

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC018246	05/02/2018	ACCT.#54-1485939-1	401-6-691-243-000	40.11
				Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:	**40.11**
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0001792	05/10/2018	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0001794	05/10/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0001796	05/10/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0001799	05/10/2018	J.JOHNSON 000088516	401-2-200-018-000	447.23
STATE OF NEW MEXICO	INV0001800	05/10/2018	RAMIREZ/000327532	401-2-200-018-000	213.23
STATE OF NEW MEXICO	INV0001801	05/10/2018	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0001802	05/10/2018	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0001804	05/10/2018	000237989-SALSBERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0001805	05/10/2018	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001806	05/10/2018	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001807	05/10/2018	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001808	05/10/2018	000359513-ATENCIO	401-2-200-018-000	103.38
STATE OF NEW MEXICO	INV0001810	05/10/2018	000345062	437-2-200-018-000	72.10
STATE OF NEW MEXICO	INV0001811	05/10/2018	000267500	401-2-200-018-000	141.69
STATE OF NEW MEXICO	INV0001812	05/10/2018	000324111	401-2-200-018-000	168.00
				Vendor STATE OF NEW MEXICO Total:	**2,415.57**
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0001793	05/10/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0001803	05/10/2018	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	INV0001820	05/10/2018	MOISES ESPINOZA #1025861	401-2-200-011-000	132.76
				Vendor U.S. DEPT OF EDUCATION Total:	**132.76**
Vendor: VALERIE J. RAMIREZ					
VALERIE J. RAMIREZ	INV0001819	05/10/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
				Vendor VALERIE J. RAMIREZ Total:	**92.31**
Vendor: WAKEFIELD OIL CO. INC.					
WAKEFIELD OIL CO. INC.	149070	05/07/2018	ACCT.#CHAVES	402-6-653-230-000	1,584.62
				Vendor WAKEFIELD OIL CO. INC. Total:	**1,584.62**
				Grand Total:	**566,095.78**

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	182,974.38
402 - ROAD FUND	149,386.58
411 - BERRENDO VOLUNTEER FIRE	20.85
427 - INDIGENT HOSPITAL CLAIMS	145,126.44
432 - DWI GRANT FUNDS	2,705.54
435 - CORRECTION GRANTS	2,468.46
437 - ENVIRONMENTAL TAX	10,271.83
452 - FLOOD CONTROL	14,352.20
628 - PROPERTY VALUATION	6,010.82
631 - OTHER GRANTS & CONTRACTS	19,373.00
635 - EMERGENCY/CAPITAL OUTLAY	25,000.00
650 - DETENTION CONSTRUCTION PJ	8,405.68
Grand Total:	**566,095.78**

Account Summary

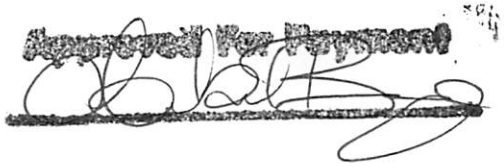
Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,183.20
401-2-200-007-000	MEDICAL INSURANCE PA	155,210.34
401-2-200-011-000	MISCELLANEOUS PAYABL	132.76
401-2-200-016-000	GLOBE LIFE PAYABLE	283.22
401-2-200-018-000	CHILD ENFORCEMENT P	2,821.01
401-2-200-020-000	RETIREE H/C PAYABLE	8,921.77
401-2-200-021-000	VISION CARE PAYABLE	1,572.66
401-6-611-260-000	PROFESSIONAL SERVICE	2,192.49
401-6-613-246-000	DRUG & ALCOHOL PROG	172.00
401-6-645-230-000	SUPPLIES/TOOLS	2,813.00
401-6-672-426-000	CHAMBER OF COMMER	5,833.00
401-6-691-243-000	HIGHWAY LIGHTS	40.11
401-7-732-225-000	PER DIEM EXPENSE	427.50
401-7-751-251-000	RENTALS	371.32
402-2-200-005-000	GROUP INSURANCE PAY	463.80
402-2-200-007-000	MEDICAL INSURANCE PA	32,752.44
402-2-200-011-000	MISCELLANEOUS PAYABL	189.98
402-2-200-016-000	GLOBE LIFE PAYABLE	413.35
402-2-200-018-000	CHILD ENFORCEMENT P	138.46
402-2-200-020-000	RETIREE H/C PAYABLE	1,638.01
402-2-200-021-000	VISION CARE PAYABLE	307.37
402-6-651-341-000	UTILITIES	45.51
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	1,096.60
402-6-653-223-000	VEHICLE FUELS	20,734.61
402-6-653-230-000	SUPPLIES/TOOLS	1,584.62
402-6-653-251-000	RENTALS	28,275.91
402-6-653-290-000	PAVING PROJECTS-COOP	61,601.36
402-6-653-291-000	ROAD PROJECTS-OTHER	144.56
411-8-814-341-000	UTILITIES	20.85
427-2-200-005-000	GROUP INSURANCE PAY	20.40
427-2-200-007-000	MEDICAL INSURANCE PA	1,377.64
427-2-200-020-000	RETIREE H/C PAYABLE	92.90
427-2-200-021-000	VISION CARE PAYABLE	12.05
427-6-639-268-000	CARE OF PRISONER SER	142,423.45
427-6-639-296-000	INDIGENT BURIAL	1,200.00
432-2-200-005-000	GROUP INSURANCE PAY	35.30
432-2-200-007-000	MEDICAL INS. PAYABLE	2,515.73
432-2-200-020-000	RETIREE H/C PAYABLE	128.31
432-2-200-021-000	VISION CARE PAYABLE	26.20
435-2-200-005-000	GROUP INSURANCE PAY	20.40
435-2-200-007-000	MEDICAL INSURANCE PA	2,337.11
435-2-200-020-000	RETIREE H/C PAYABLE	83.66
435-2-200-021-000	VISION CARE PAYABLE	27.29

Account Summary

Account Number	Account Name	Expense Amount
437-2-200-005-000	GROUP INSURANCE PAY	14.90
437-2-200-018-000	CHILD ENFORCEMENT P	325.95
437-2-200-020-000	RETIREE H/C PAYABLE	53.85
437-6-659-242-000	LANDFILL EXPENSES	9,877.13
452-2-200-005-000	GROUP INSURANCE PAY	134.10
452-2-200-007-000	MEDICAL INSURANCE PA	9,455.17
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	400.77
452-2-200-021-000	VISION CARE PAYABLE	87.08
452-8-832-223-000	VEHICLE FUELS	2,842.85
452-8-832-230-000	SUPPLIES/TOOLS	1,225.94
452-8-832-341-000	UTILITIES	51.67
628-2-200-005-000	GROUP INSURANCE PAY	74.50
628-2-200-007-000	MEDICAL INSURANCE PA	5,223.74
628-2-200-020-000	RETIREE H/C PAYABLE	231.63
628-2-200-021-000	VISION CARE PAYABLE	53.45
628-7-733-225-000	PER DIEM EXPENSE	427.50
631-8-885-267-000	OTHER CONTRACT SERVI	19,373.00
635-6-671-403-000	CITY OF ROSWELL - AMB	25,000.00
650-6-684-230-000	SUPPLIES/TOOLS	8,405.68
	Grand Total:	**566,095.78**

Project Account Summary

Project Account Key	Expense Amount
None	566,095.78
Grand Total:	**566,095.78**



Expense Approval Register

Chaves County, NM

Packet: APPKT00628 - CHECK RUN/05/18/8

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: CINTAS CORPORATION #2					
CINTAS CORPORATION #2	8403653265	05/11/2018	ACCT.#10187763	402-6-653-230-000	230.40
				Vendor CINTAS CORPORATION #2 Total:	**230.40**
Vendor: COLLINS TREE SERVICE, LLC					
COLLINS TREE SERVICE, LLC	2858	05/01/2018	REMOVAL OF TREE/COURTH	401-6-692-257-000	6,473.75
				Vendor COLLINS TREE SERVICE, LLC Total:	**6,473.75**
Vendor: CONSTRUCTORS INC					
CONSTRUCTORS INC	116696	05/02/2018	ACCT.#11390	402-6-653-290-000	10,419.54
CONSTRUCTORS INC	116715	05/07/2018	ACCT.#11390	402-6-653-290-000	270.64
CONSTRUCTORS INC	116754	05/07/2018	ACCT. #11390	402-6-653-290-000	6,773.09
				Vendor CONSTRUCTORS INC Total:	**17,463.27**
Vendor: DEERE CREDIT INC					
DEERE CREDIT INC	1995040	05/09/2018	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72
				Vendor DEERE CREDIT INC Total:	**3,235.72**
Vendor: DIANE TAYLOR					
DIANE TAYLOR	CC018257	05/11/2018	DWI PREVENTION SUPPLIES	432-7-761-230-000	4.98
DIANE TAYLOR	CC018257	05/11/2018	DWI PREVENTION SUPPLIES	432-7-761-230-000	3.00
DIANE TAYLOR	CC018257	05/11/2018	DWI PREVENTION SUPPLIES	432-7-761-231-000	366.40
DIANE TAYLOR	CC018257	05/11/2018	DWI PREVENTION SUPPLIES	432-7-761-231-000	49.99
DIANE TAYLOR	CC018257	05/11/2018	DWI PREVENTION SUPPLIES	432-7-761-231-000	19.88
DIANE TAYLOR	CC018261	05/15/2018	DWI PREVENTION SUPPLIES	432-7-761-230-000	111.97
DIANE TAYLOR	CC018262	05/16/2018	DWI PREVENTION SUPPLIES	432-7-761-231-000	159.96
				Vendor DIANE TAYLOR Total:	**716.18**
Vendor: HAGERMAN/DEXTER SOIL AND WATER					
HAGERMAN/DEXTER SOIL A	2018-001	05/01/2018	ANNUAL ALLOCATION/FY 17-	403-8-851-472-000	1,000.00
				Vendor HAGERMAN/DEXTER SOIL AND WATER Total:	**1,000.00**
Vendor: HARMONIX TECHNOLOGIES INC					
HARMONIX TECHNOLOGIES I	20181024A	05/16/2018	VIRTUAL SERVER PROJECT	401-6-622-231-000	14,199.00
				Vendor HARMONIX TECHNOLOGIES INC Total:	**14,199.00**
Vendor: MR. STEAMER					
MR. STEAMER	718250	05/02/2018	LABOR & MATERIAL	401-6-696-267-000	749.77
				Vendor MR. STEAMER Total:	**749.77**
Vendor: NANCY FRAM					
NANCY FRAM	CC018271	05/18/2018	LEASE PAYMENT/110 E. MES	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	CC018258	05/02/2018	ACCT.#076424512-0788370-	401-6-645-341-000	83.84
NEW MEXICO GAS COMPAN	CC018258	05/02/2018	ACCT.#076424512-0788370-	401-6-692-341-000	428.46
NEW MEXICO GAS COMPAN	CC018258	05/02/2018	ACCT.#076424512-0788370-	401-6-692-341-000	37.85
NEW MEXICO GAS COMPAN	CC018259	05/07/2018	ACCT.#075706312-1236482-	414-8-819-341-000	30.10
NEW MEXICO GAS COMPAN	CC018260	05/08/2018	ACCT.#077937001-0803495-	411-8-814-341-000	25.47
NEW MEXICO GAS COMPAN	CC018268	05/09/2018	ACCT.#076846512-0792590-	411-8-814-341-000	40.27
NEW MEXICO GAS COMPAN	CC018269	05/09/2018	ACCT.#077058012-0794705-	410-8-816-341-000	45.18
NEW MEXICO GAS COMPAN	CC018270	05/09/2018	ACCT.#077227312-0796398-	408-8-812-341-000	34.66
NEW MEXICO GAS COMPAN	CC018270	05/09/2018	ACCT.#077227312-1237385-	408-8-812-341-000	27.92
				Vendor NEW MEXICO GAS COMPANY INC Total:	**753.75**
Vendor: ROSWELL CHAVES COUNTY EDC					
ROSWELL CHAVES COUNTY E	FY 17-18-10	05/05/2018	ANNUAL ALLOCATION/FY 17-	605-6-672-428-000	4,000.00
				Vendor ROSWELL CHAVES COUNTY EDC Total:	**4,000.00**
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC018263	05/03/2018	ACCT.#54-3943758-6	401-6-691-243-000	36.33

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWESTERN PUBLIC SER	CC018264	05/03/2018	ACCT.#54-3943777-9	401-6-691-243-000	42.21
SOUTHWESTERN PUBLIC SER	CC018265	05/09/2018	ACCT.#54-3943804-3	401-6-693-341-000	1,098.53
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-612-341-000	96.59
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-613-341-000	96.59
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-616-341-000	96.59
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-621-341-000	193.18
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-621-341-000	96.59
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-622-341-000	366.38
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-624-341-000	442.98
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-625-341-000	96.59
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-631-341-000	199.84
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-6-632-341-000	129.23
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-7-721-341-000	1,371.58
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-7-731-341-000	813.35
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-7-741-341-000	588.87
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	401-7-751-341-000	1,873.18
SOUTHWESTERN PUBLIC SER	CC018266	05/11/2018	ACCT.#54-3943824-7	427-6-638-341-000	199.83
SOUTHWESTERN PUBLIC SER	CC018267	05/09/2018	ACCT.#54-3949473-4	411-8-814-341-000	181.72
				Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:	**8,020.16**
Vendor: SUMMIT FOOD SERVICE					
SUMMIT FOOD SERVICE	INV2000026715	05/10/2018	ACCT.#C1921000	650-6-684-264-000	48,792.78
SUMMIT FOOD SERVICE	INV2000026716	05/10/2018	ACCT.#C1921001	401-6-645-264-000	2,298.00
				Vendor SUMMIT FOOD SERVICE Total:	**51,090.78**
Vendor: TOWN OF DEXTER					
TOWN OF DEXTER	113	05/10/2018	ANNUAL ALLOCATION/FY 17-	635-6-671-415-000	15,000.00
				Vendor TOWN OF DEXTER Total:	**15,000.00**
Vendor: TOWN OF HAGERMAN					
TOWN OF HAGERMAN	51418	05/14/2018	ANNUAL ALLOCATION/FY 17-	635-6-671-410-000	15,000.00
				Vendor TOWN OF HAGERMAN Total:	**15,000.00**
Vendor: WATSON TRUCK & SUPPLY INC					
WATSON TRUCK & SUPPLY IN	285677DO	05/01/2018	ACCT.#336302	402-6-653-221-000	134.37
WATSON TRUCK & SUPPLY IN	285846DO	05/01/2018	ACCT.#336302	402-6-653-221-000	137.48
WATSON TRUCK & SUPPLY IN	286030DO	05/01/2018	ACCT.#336302	402-6-653-221-000	31.00
WATSON TRUCK & SUPPLY IN	286237DO	05/01/2018	ACCT.#336302	402-6-653-221-000	923.91
WATSON TRUCK & SUPPLY IN	286613DO	05/01/2018	ACCT.#336302	402-6-653-221-000	2,536.75
WATSON TRUCK & SUPPLY IN	286613DO	05/01/2018	INV.#CM286613DO/ACCT.#3	402-6-653-221-000	-2,515.19
WATSON TRUCK & SUPPLY IN	286625DO	05/01/2018	ACCT.#336302	402-6-653-221-000	312.17
WATSON TRUCK & SUPPLY IN	286825DO	05/01/2018	ACCT.#336302	402-6-653-221-000	144.13
WATSON TRUCK & SUPPLY IN	287144DO	05/01/2018	ACCT.#336302	402-6-653-221-000	144.13
				Vendor WATSON TRUCK & SUPPLY INC Total:	**1,848.75**
				Grand Total:	**150,781.53**

Fund Summary

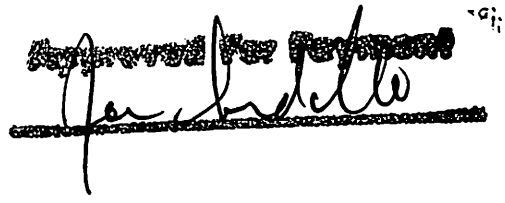
Fund	Expense Amount
401 - GENERAL FUND	31,909.28
402 - ROAD FUND	22,778.14
403 - FARM & RANGE FUND	1,000.00
408 - EAST GRAND PLAINS VOLFIRE	62.58
410 - MIDWAY VOLUNTEER FIRE FND	45.18
411 - BERRENDO VOLUNTEER FIRE	247.46
414 - CC FIRE DIST #8 VOL FIRE	30.10
427 - INDIGENT HOSPITAL CLAIMS	199.83
432 - DWI GRANT FUNDS	716.18
605 - ECONOMIC DEVELOPMENT PROJ	4,000.00
635 - EMERGENCY/CAPITAL OUTLAY	41,000.00
650 - DETENTION CONSTRUCTION PJ	48,792.78
Grand Total:	**150,781.53**

Account Summary

Account Number	Account Name	Expense Amount
401-6-612-341-000	UTILITIES	96.59
401-6-613-341-000	UTILITIES	96.59
401-6-616-341-000	UTILITIES	96.59
401-6-621-341-000	UTILITIES	289.77
401-6-622-231-000	NON-EXPENDABLE SUPP	14,199.00
401-6-622-341-000	UTILITIES	366.38
401-6-624-341-000	UTILITIES	442.98
401-6-625-341-000	UTILITIES	96.59
401-6-631-341-000	UTILITIES	199.84
401-6-632-341-000	UTILITIES	129.23
401-6-645-264-000	FEEDING OF PRISONERS	2,298.00
401-6-645-341-000	UTILITIES	83.84
401-6-691-243-000	HIGHWAY LIGHTS	78.54
401-6-692-257-000	FACILITY MAINTENANCE	6,473.75
401-6-692-341-000	UTILITIES	466.31
401-6-693-341-000	UTILITIES	1,098.53
401-6-696-267-000	CONTRACTUAL SERVICES	749.77
401-7-721-341-000	UTILITIES	1,371.58
401-7-731-341-000	UTILITIES	813.35
401-7-741-341-000	UTILITIES	588.87
401-7-751-341-000	UTILITIES	1,873.18
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	1,848.75
402-6-653-230-000	SUPPLIES/TOOLS	230.40
402-6-653-251-000	RENTALS	3,235.72
402-6-653-290-000	PAVING PROJECTS-COOP	17,463.27
403-8-851-472-000	HAGERMAN/DEXTER S&	1,000.00
408-8-812-341-000	UTILITIES	62.58
410-8-816-341-000	UTILITIES	45.18
411-8-814-341-000	UTILITIES	247.46
414-8-819-341-000	UTILITIES	30.10
427-6-638-341-000	UTILITIES	199.83
432-7-761-230-000	SUPPLIES/TOOLS	119.95
432-7-761-231-000	NON-EXPENDABLE SUPP	596.23
605-6-672-428-000	ECONOMIC GRANTS TO	4,000.00
635-6-671-410-000	HAGERMAN PUBLIC SAF	15,000.00
635-6-671-415-000	DEXTER PUBLIC SAFETY	15,000.00
635-6-682-375-000	LEASE PURCHASES	11,000.00
650-6-684-264-000	FEEDING OF PRISONERS	48,792.78
	Grand Total:	**150,781.53**

Project Account Summary

Project Account Key	Expense Amount
None	150,781.53
Grand Total:	150,781.53



Chaves County, NM

Expense Approval Register

Packet: APPKT00638 - CHECK RUN/05/25/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: BORDER SOIL AND WATER CONSERVATION					
BORDER SOIL AND WATER C	02-18	05/22/2018	ANNUAL ALLOCATION	403-8-851-471-000	1,000.00
			Vendor BORDER SOIL AND WATER CONSERVATION Total:		**1,000.00**
Vendor: ALTON'S POWER BLOCK GYM INC					
ALTON'S POWER BLOCK GYM	INV0001842	05/24/2018	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
ALTON'S POWER BLOCK GYM	INV0001842	05/24/2018	ALTON'S POWER BLOCK GYM	427-2-200-024-000	24.10
			Vendor ALTON'S POWER BLOCK GYM INC Total:		**51.05**
Vendor: BAMBI NALLEY					
BAMBI NALLEY	INV0001849	05/24/2018	SEELY DM-2013-443	401-2-200-018-000	115.38
			Vendor BAMBI NALLEY Total:		**115.38**
Vendor: CARRIE HARDY					
CARRIE HARDY	INV0001846	05/24/2018	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
			Vendor CARRIE HARDY Total:		**250.00**
Vendor: ERGON ASPHALT EMULSIONS INC					
ERGON ASPHALT EMULSION	9401834647	05/14/2018	ACCT.#926628	402-6-653-291-000	1,796.91
ERGON ASPHALT EMULSION	9401835666	05/15/2018	ACCT.#926628	402-6-653-291-000	7,852.11
ERGON ASPHALT EMULSION	9401836615	05/16/2018	ACCT.#926628	402-6-653-291-000	1,945.99
ERGON ASPHALT EMULSION	9401836616	05/16/2018	ACCT.#926628	402-6-653-291-000	8,867.03
			Vendor ERGON ASPHALT EMULSIONS INC Total:		**20,462.04**
Vendor: HERITAGE MEMORIAL ALLIANCE					
HERITAGE MEMORIAL ALLIA	6121	05/01/2018	PERMIT #4741	427-6-639-296-000	600.00
			Vendor HERITAGE MEMORIAL ALLIANCE Total:		**600.00**
Vendor: JEANINE CORN BEST					
JEANINE CORN BEST	INV0001848	05/24/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
			Vendor JEANINE CORN BEST Total:		**154.62**
Vendor: LANDON STEPHENSON					
LANDON STEPHENSON	CC018272	05/17/2018	VALENCIA COUNTY/05/17/1	650-6-684-228-000	10.00
			Vendor LANDON STEPHENSON Total:		**10.00**
Vendor: LEGALSHIELD					
LEGALSHIELD	INV0001840	05/24/2018	LEGAL SHIELD PAYABLE	401-2-200-022-000	425.50
LEGALSHIELD	INV0001840	05/24/2018	LEGAL SHIELD PAYABLE	402-2-200-022-000	144.50
			Vendor LEGALSHIELD Total:		**570.00**
Vendor: NEW MEXICO GAS COMPANY INC					
NEW MEXICO GAS COMPAN	CC018290	05/14/2018	ACCT.#077991703-0804041-	401-6-691-341-000	23.62
NEW MEXICO GAS COMPAN	CC018291	05/15/2018	ACCT.#077702112-0801146-	402-6-651-341-000	60.69
NEW MEXICO GAS COMPAN	CC018292	05/14/2018	ACCT.#115435453-0797988-	401-6-699-341-000	23.26
NEW MEXICO GAS COMPAN	CC018293	05/15/2018	ACCT.#077726812-0801393-	412-8-815-341-000	26.27
NEW MEXICO GAS COMPAN	CC018294	05/14/2018	ACCT.#077991703-0797981-	401-6-691-341-000	25.31
NEW MEXICO GAS COMPAN	CC018295	05/14/2018	ACCT.#077991703-0797982-	401-6-691-341-000	33.45
NEW MEXICO GAS COMPAN	CC018296	05/15/2018	ACCT.#078156501-0805690-	650-6-684-341-000	712.22
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-612-341-000	4.89
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-613-341-000	3.25
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-616-341-000	3.25
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-621-341-000	4.86
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-621-341-000	3.25
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-622-341-000	12.33
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-624-340-000	14.90
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-625-341-000	3.25
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-631-340-000	6.72
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-6-632-341-000	4.35
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-7-721-341-000	46.14

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-7-731-341-000	27.36
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-7-741-341-000	19.81
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	401-7-751-341-000	63.02
NEW MEXICO GAS COMPAN	CC018297	05/14/2018	ACCT.#115435453-1201470-	427-6-638-341-000	6.72
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-612-341-000	0.50
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-613-341-000	0.33
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-616-341-000	0.33
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-621-341-000	0.50
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-621-341-000	0.33
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-622-341-000	1.26
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-624-341-000	1.53
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-625-341-000	0.33
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-631-341-000	0.69
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-6-632-341-000	0.45
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-7-721-341-000	4.72
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-7-731-341-000	2.80
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-7-741-341-000	2.03
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	401-7-751-341-000	6.45
NEW MEXICO GAS COMPAN	CC018298	05/14/2018	ACCT.#115435453-1203867-	427-6-638-341-000	0.69
				Vendor NEW MEXICO GAS COMPANY INC Total:	**1,151.86**
Vendor: NM RETIREE HEALTH CARE AUTHORITY					
NM RETIREE HEALTH CARE A	CM0000055	05/24/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	-14.90
NM RETIREE HEALTH CARE A	INV0001834	05/21/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	20.10
NM RETIREE HEALTH CARE A	INV0001868	05/24/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,506.84
NM RETIREE HEALTH CARE A	INV0001868	05/24/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,697.04
NM RETIREE HEALTH CARE A	INV0001868	05/24/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	92.90
NM RETIREE HEALTH CARE A	INV0001868	05/24/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	128.31
NM RETIREE HEALTH CARE A	INV0001868	05/24/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	83.66
NM RETIREE HEALTH CARE A	INV0001868	05/24/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	63.07
NM RETIREE HEALTH CARE A	INV0001868	05/24/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	400.77
NM RETIREE HEALTH CARE A	INV0001868	05/24/2018	NM RETIREE HEALTH CARE P	628-2-200-020-000	231.63
NM RETIREE HEALTH CARE A	INV0001869	05/24/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,360.39
NM RETIREE HEALTH CARE A	INV0001869	05/24/2018	NM Retiree HealthCare Law	431-2-200-020-000	7.21
				Vendor NM RETIREE HEALTH CARE AUTHORITY Total:	**11,577.02**
Vendor: QWEST					
QWEST	CC018278	05/04/2018	ACCT.#575-627-7162-074B	408-8-812-340-000	69.53
				Vendor QWEST Total:	**69.53**
Vendor: ROSWELL BOYS & GIRLS CLUB					
ROSWELL BOYS & GIRLS CLU	2018-522	05/22/2018	ANNUAL ALLOCATION	401-6-672-440-000	7,500.00
				Vendor ROSWELL BOYS & GIRLS CLUB Total:	**7,500.00**
Vendor: SHANNON STUFFELBEAM					
SHANNON STUFFELBEAM	INV0001860	05/24/2018	DM-2013-534-MAGILL	437-2-200-018-000	253.85
				Vendor SHANNON STUFFELBEAM Total:	**253.85**
Vendor: SOUTHWESTERN PUBLIC SERVICE CO					
SOUTHWESTERN PUBLIC SER	CC018279	05/16/2018	ACCT.#54-1797003-1	401-6-691-243-000	78.65
SOUTHWESTERN PUBLIC SER	CC018280	05/17/2018	ACCT.#54-3949471-2	650-6-684-341-000	10,740.27
SOUTHWESTERN PUBLIC SER	CC018281	05/18/2018	ACCT.#54-3943737-1	401-6-691-243-000	33.46
SOUTHWESTERN PUBLIC SER	CC018282	05/17/2018	ACCT.#54-3943798-4	401-6-691-243-000	62.45
SOUTHWESTERN PUBLIC SER	CC018283	05/14/2018	ACCT.#54-1632663-1	401-6-691-341-000	303.13
SOUTHWESTERN PUBLIC SER	CC018283	05/14/2018	ACCT.#54-1632663-1	401-6-691-341-000	28.10
SOUTHWESTERN PUBLIC SER	CC018283	05/14/2018	ACCT.#54-1632663-1	401-6-699-341-000	261.32
SOUTHWESTERN PUBLIC SER	CC018283	05/14/2018	ACCT.#54-1632663-1	401-6-699-341-000	195.21
SOUTHWESTERN PUBLIC SER	CC018283	05/14/2018	ACCT.#54-1632663-1	401-6-699-341-000	243.40
SOUTHWESTERN PUBLIC SER	CC018283	05/14/2018	ACCT.#54-1632663-1	401-6-699-341-000	64.01
SOUTHWESTERN PUBLIC SER	CC018284	05/16/2018	ACCT.#54-3943719-9	401-6-691-243-000	53.29
SOUTHWESTERN PUBLIC SER	CC018285	05/18/2018	ACCT.#54-3949421-2	412-8-815-341-000	91.19
SOUTHWESTERN PUBLIC SER	CC018286	05/17/2018	ACCT.#54-3949465-4	402-6-651-341-000	865.82
SOUTHWESTERN PUBLIC SER	CC018287	05/15/2018	ACCT.#54-7497040-6	408-8-812-341-000	74.72
SOUTHWESTERN PUBLIC SER	CC018287	05/15/2018	ACCT.#54-3943725-7	408-8-812-341-000	70.34

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWESTERN PUBLIC SER	CC018288	05/18/2018	ACCT.#54-1485939-1	401-6-693-341-000	41.71
				Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:	13,207.07
Vendor: STATE OF NEW MEXICO					
STATE OF NEW MEXICO	INV0001843	05/24/2018	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0001845	05/24/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0001847	05/24/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0001850	05/24/2018	J.JOHNSON 000088516	401-2-200-018-000	447.23
STATE OF NEW MEXICO	INV0001851	05/24/2018	RAMIREZ/000327532	401-2-200-018-000	213.23
STATE OF NEW MEXICO	INV0001852	05/24/2018	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0001853	05/24/2018	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0001855	05/24/2018	000237989-SALSBERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0001856	05/24/2018	000207247-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001857	05/24/2018	000161340-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001858	05/24/2018	000112931-PADILLA	401-2-200-018-000	144.54
STATE OF NEW MEXICO	INV0001859	05/24/2018	000359513-ATENCIO	401-2-200-018-000	103.38
STATE OF NEW MEXICO	INV0001861	05/24/2018	000345062	437-2-200-018-000	72.10
STATE OF NEW MEXICO	INV0001862	05/24/2018	000267500	401-2-200-018-000	141.69
STATE OF NEW MEXICO	INV0001863	05/24/2018	000324111	401-2-200-018-000	168.00
				Vendor STATE OF NEW MEXICO Total:	2,415.57
Vendor: TEXAS CHILD SUPPORT SDU					
TEXAS CHILD SUPPORT SDU	INV0001844	05/24/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0001854	05/24/2018	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	INV0001839	05/24/2018	UNITED WAY PAYABLE	401-2-200-010-000	324.22
UNITED WAY OF CHAVES CO	INV0001839	05/24/2018	UNITED WAY PAYABLE	402-2-200-010-000	35.00
UNITED WAY OF CHAVES CO	INV0001839	05/24/2018	UNITED WAY PAYABLE	427-2-200-010-000	6.00
UNITED WAY OF CHAVES CO	INV0001839	05/24/2018	UNITED WAY PAYABLE	452-2-200-010-000	10.00
UNITED WAY OF CHAVES CO	INV0001839	05/24/2018	UNITED WAY PAYABLE	628-2-200-010-000	30.00
				Vendor UNITED WAY OF CHAVES COUNTY Total:	405.22
Vendor: VALERIE J. RAMIREZ					
VALERIE J. RAMIREZ	INV0001870	05/24/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
				Vendor VALERIE J. RAMIREZ Total:	92.31
Vendor: WEX BANK					
WEX BANK	54112712	05/01/2018	ACCT.#0496-00-237636-6	401-7-752-223-000	1,625.12
WEX BANK	54112712	05/01/2018	ACCT.#0496-00-237636-6	401-7-752-223-000	-18.29
WEX BANK	54112712	05/01/2018	ACCT.#0496-00-237636-6	412-8-815-227-000	200.17
WEX BANK	54112712	05/01/2018	ACCT.#0496-00-237636-6	414-8-819-227-000	882.12
				Vendor WEX BANK Total:	2,689.12
				Grand Total:	62,922.93

Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	23,259.99
402 - ROAD FUND	23,620.48 ✓
403 - FARM & RANGE FUND	1,000.00
408 - EAST GRAND PLAINS VOLFIRE	214.59
412 - SIERRA VOLUNTEER FIRE FND	317.63
414 - CC FIRE DIST #8 VOL FIRE	882.12
427 - INDIGENT HOSPITAL CLAIMS	730.41
431 - PUBLIC SAFETY GRANT	7.21
432 - DWI GRANT FUNDS	128.31
435 - CORRECTION GRANTS	83.66
437 - ENVIRONMENTAL TAX	389.02
452 - FLOOD CONTROL	565.39
628 - PROPERTY VALUATION	261.63
650 - DETENTION CONSTRUCTION PJ	11,462.49
Grand Total:	**62,922.93**

Account Summary

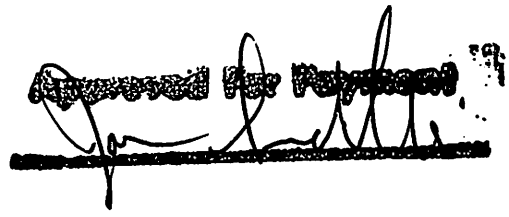
Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	324.22
401-2-200-018-000	CHILD ENFORCEMENT P	2,821.01
401-2-200-020-000	RETIREE H/C PAYABLE	8,872.43
401-2-200-022-000	PRE-PAID LEGAL PAYABL	425.50
401-6-612-341-000	UTILITIES	5.39
401-6-613-341-000	UTILITIES	3.58
401-6-616-341-000	UTILITIES	3.58
401-6-621-341-000	UTILITIES	8.94
401-6-622-341-000	UTILITIES	13.59
401-6-624-340-000	TELEPHONE	14.90
401-6-624-341-000	UTILITIES	1.53
401-6-625-341-000	UTILITIES	3.58
401-6-631-340-000	TELEPHONE	6.72
401-6-631-341-000	UTILITIES	0.69
401-6-632-341-000	UTILITIES	4.80
401-6-672-440-000	BOYS & GIRLS CLUB OF R	7,500.00
401-6-691-243-000	HIGHWAY LIGHTS	227.85
401-6-691-341-000	UTILITIES	413.61
401-6-693-341-000	UTILITIES	41.71
401-6-699-341-000	UTILITIES	787.20
401-7-721-341-000	UTILITIES	50.86
401-7-731-341-000	UTILITIES	30.16
401-7-741-341-000	UTILITIES	21.84
401-7-751-341-000	UTILITIES	69.47
401-7-752-223-000	VEHICLE FUELS	1,606.83
402-2-200-010-000	UNITED WAY PAYABLE	35.00
402-2-200-011-000	MISCELLANEOUS PAYABL	189.98
402-2-200-018-000	CHILD ENFORCEMENT P	138.46
402-2-200-020-000	RETIREE H/C PAYABLE	1,697.04
402-2-200-022-000	PRE-PAID LEGAL PAYABL	144.50
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-341-000	UTILITIES	926.51
402-6-653-291-000	ROAD PROJECTS-OTHER	20,462.04
403-8-851-471-000	BORDER S&WCD #588	1,000.00
408-8-812-340-000	TELEPHONE	69.53
408-8-812-341-000	UTILITIES	145.06
412-8-815-227-000	TRANSPORTATION EXPE	200.17
412-8-815-341-000	UTILITIES	117.46
414-8-819-227-000	TRANSPORTATION EXPE	882.12
427-2-200-010-000	UNITED WAY PAYABLE	6.00
427-2-200-020-000	RETIREE H/C PAYABLE	92.90

Account Summary

Account Number	Account Name	Expense Amount
427-2-200-024-000	ALTONS POWER BLOCK	24.10
427-6-638-341-000	UTILITIES	7.41
427-6-639-296-000	INDIGENT BURIAL	600.00
431-2-200-020-000	RETIREE H/C PAYABLE	7.21
432-2-200-020-000	RETIREE H/C PAYABLE	128.31
435-2-200-020-000	RETIREE H/C PAYABLE	83.66
437-2-200-018-000	CHILD ENFORCEMENT P	325.95
437-2-200-020-000	RETIREE H/C PAYABLE	63.07
452-2-200-010-000	UNITED WAY PAYABLE	10.00
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	400.77
628-2-200-010-000	UNITED WAY PAYABLE	30.00
628-2-200-020-000	RETIREE H/C PAYABLE	231.63
650-6-684-228-000	TRANSPORT PRISONERS	10.00
650-6-684-341-000	UTILITIES	11,452.49
	Grand Total:	**62,922.93**

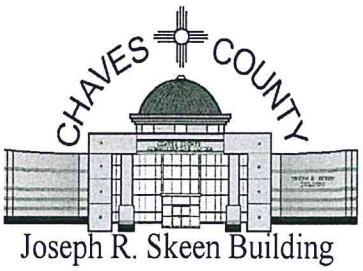
Project Account Summary

Project Account Key	Expense Amount
None	62,922.93
Grand Total:	**62,922.93**



Chaves County Clerk's Office

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



COMMISSIONERS

James W. Duffey	• 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 -

05/01/2018 - 05/31/2018

CLERK FEES (EQUIPMENT)	**$**	**6,958.00**
GEN CLERK'S FEES	**$**	**19,013.00**
LIQUOR LICENSE	**$**	**-**
CHILDREN'S TRUST FUND	**$**	**570.00**
PROBATE	**$**	**554.95**
PHOTOCOPIES.....	**$**	**1,338.64**
GOVT GROSS RECEIPTS TAX	**$**	**173.72**
TOTAL AMOUNT:	**$**	**28,608.31**

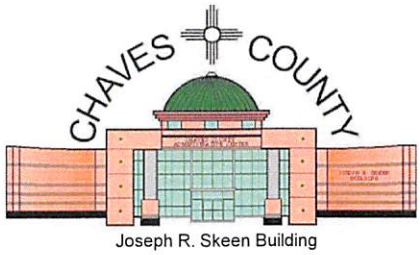
TOTAL DOCUMENTS FILED	**803**
NEW MARRIAGE LICENSES	**38**
NEW PROBATES	**15**
NEW SURVEYS	**10**
NEW PLATS	**3**
NEW VOTERS	**93**
VOTER CHANGES	**323**

May 2018 P-Card Report

Accounts	Department	Item Total
401-2-200 Total	Benefit Source (Payroll)	$8,651.83
401-6-611 Total	Commissioners	$686.69
401-6-612 Total	County Manager	$78.06
401-6-613 Total	Human Resources	$5,482.77
401-6-616 Total	Fire & Emerg Services	$799.95
401-6-619 Total	Working Capital	$180.65
401-6-621 Total	Public Works	$3,435.60
401-6-622 Total	Information Technology	$13,531.08
401-6-624 Total	Planning & Zoning	$1,514.99
401-6-625 Total	Purchasing	$529.78
401-6-631 Total	Finance Dept	$814.41
401-6-632 Total	Community Development	$456.58
401-6-636 Total	Hospital Indigent	$229.02
401-6-641 Total	Detention Administration	$673.33
401-6-642 Total	Adult Detention	$6,143.72
401-6-645 Total	Juvenile CCJD	$1,305.98
401-6-691 Total	Facility Maintenance	$5,303.59
401-6-692 Total	Courthouse Maintenance	$5,155.95
401-6-693 Total	Facility Maint. Health Dept.	$513.81
401-6-694 Total	Facility Maint. CC Road Dept.	$17.73
401-6-696 Total	Operating Exp - CCDC	$2,101.97
401-6-699 Total	St. Mary Complex	$164.65
401-7-721 Total	Clerk Admin	$1,611.44
401-7-722 Total	Clerk Bureau Elec.	$367.16
401-7-731 Total	Assessor Admin	$1,841.26
401-7-732 Total	Assessor Appriasal	$34.20
401-7-741 Total	Treasurer Dept.	$1,650.85
401-7-751 Total	Sheriff Admin	$7,247.51
401-7-752 Total	Sheriff Patrol & Investigation	$2,052.35
402-6-651 Total	Road Admin	$3,046.87
402-6-652 Total	Road Shop	$546.93
402-6-653 Total	Road Construction & Maintenance	$16,891.20
402-6-654 Total	Road Vetor Control	$24,176.10
407-8-811 Total	Dunken FD	$409.03
408-8-812 Total	East Grand Plains FD	$1,858.55
409-8-813 Total	Penasco FD	$984.74
410-8-816 Total	Midway FD	$9,312.77
411-8-814 Total	Berrendo FD	$18,907.72
412-8-815 Total	Sierra FD	$13,600.94
413-8-818 Total	Rio Felix FD	$1,919.45
414-8-819 Total	Fire District #8	$13,756.32

427-6-638 Total	Indigent	$555.86
430-7-753 Total	Law Enforcement	$2,129.66
432-7-761 Total	DWI	$7,626.30
432-7-765 Total	DWI	$105.12
435-6-643 Total	Court Services	$101.55
452-8-832 Total	Flood Dept.	$4,627.88
620-7-725 Total	Clerk	$629.06
628-7-733 Total	Assessor	$1,873.52
635-6-682 Total	Emergency & Capital Outlay	$6,923.86
650-6-684 Total	CCDC Construction Fund	$27,436.68
670-6-671 Total	Internal Services	$8,007.87
Grand Total		$238,004.89

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
James W. Duffey · 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 2018

MAN-HOURS	8,306.00	
MANPOWER COST		$239,482.85
MAN-HOURS ON ROAD PROJECTS	6,789.25	
MANPOWER COST ON ROAD PROJECTS		$200,618.69
MILES BLADED	214.56	
MILES MOWED	28.10	
VEHICLE MILEAGE and OFF-ROAD HOURS	5,950.85	
VEHICLE AND EQUIPMENT COSTS		$236,969.96
GALLONS WATER HAULED	295,775.00	
COST OF CITY WATER		$194.30
COST OF PRIVATE BILLED WATER		$0.00
MATERIAL HAULED (cubic yards)		
CHIPS USED ON ROAD PROJECTS	330.00	$5,512.20
BASE COURSE USED ON ROAD PROJECTS	2,650.00	$8,851.00
COLD MIX USED ON ROAD PROJECTS	70.20	$6,354.00
FINES USED ON ROAD PROJECTS	0.00	$0.00
MILLINGS	0.00	$0.00
PIT RUN USED ON ROAD PROJECTS	280.00	$1,680.00
RIP RAP USED ON ROAD PROJECTS	0.00	$0.00
ROAD OIL		$20,462.04
DEMURRAGE		$87.50
GAS (gallons)	2391.90	$5,764.14
DIESEL (gallons)	8346.80	$22,510.26
GAS - Dunken (gallons)	297.10	$728.34
DIESEL - Dunken (gallons)	783.00	$2,124.46
COST OF ROADWORK		$511,856.88
COST OF SOLID WASTE		$10,043.61

Joe E. West

JOE E. WEST
ROAD OPERATIONS DIRECTOR

CHAVES COUNTY SHERIFF'S OFFICE

Britt Snyder, *Sheriff*
jbsnyder@co.chaves.nm.us

Sheriff's Monthly Statistics Report
May 2018

Commission Meeting: June 15, 2015

Total Number of Arrests:	88
Adult:	87
Juvenile:	1
Total Number of DWI's:	10
Total Number of Arrest Citations:	11
Adult:	7
Juvenile:	4
Total Number of Traffic Citations:	150
Total Number of Accident Reports:	11

P.O. Box 1396 • #1 Saint Mary's Place • Roswell, NM 88202-1396
Phone (575) 624-6500 • Fax (575) 624-6518 • Toll Free 1 (800) 658-2039

CCSO Mileage Report
May 2018

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
910	2014	Ford	F-150 4x4	Baker, Shane	50357	51350	993
941	2014	Ford	Taurus	Barrientos, Miguel/In shop	62419	67421	5002
900	2013	Ford	Taurus	Beagles-Clark, Amanda	105367	105969	602
934	2017	Ford	Explorer	Bradshaw, David	28233	28233	0
930	2014	Ford	Taurus	Cassidy, Maria	35395	35918	523
921	2013	Ford	Taurus	Chavez, Rebecca	119936	122260	2324
933	2017	Ford	Explorer	Childress, Colter	15912	16885	973
901	2016	Ford	F-250 Crew Cab	Drake, Charles	64920	67748	2828
938	2015	Chevy	Caprice	Hardy, Travis	67401	69150	1749
909	2010	Ford	F-150	Hite, Laura (AC)	128590	130190	1600
905	2017	Ford	F-150	Hohle, Doug	16200	18215	2015
931	2008	Ford	Crown Victoria	Mason, James	110233	110986	753
951	2010	Ford	Crown Victoria	McDaniel, Dallas	73445	73743	298
915	2008	Dodge	Charger	Ornelas, Daniel	86600	87006	406
902	2009	Ford	F-150	Ouillette, Scott	169697	170586	889
906	2013	Ford	Taurus	Padilla, Olivia	117834	120826	2992
946	2014	Ford	Taurus	Parmer, Jeromy	91458	93622	2164
929	2013	Ford	Explorer	Perez, Agustin	53958	54465	507
923	2005	Ford	F-150	Perham, Doug	102472	102754	282
944	2014	Ford	Taurus	Ramirez, Giovanny	78854	79791	937
912	2016	Ford	Expedition 4x4	Ramirez, Hector	40700	43135	2435
911	2016	Ford	Expedition 4x4	Ramirez, Joel	39974	41137	1163
913	2016	Ford	Expedition 4x4	Ray, Mike	40446	42228	1782
943	2014	Ford	Taurus	Sanchez, Jacob	60338	61709	1371
960	2007	Ford	Crown Victoria	Sedillo, Tony	90311	92715	2404
939	2015	Chevy	Caprice	Seely, Will	59199	60872	1673
903	2014	Ford	F-150	Serna, Jimmy (AC)	55089	56271	1182
955	2013	Ford	Focus	Serrano, Agustin (Civil)	74597	75884	1287
957	2014	Ford	Taurus	Shannon, Mike/ At Road Dept	99842	99842	0
945	2014	Ford	Taurus	Silvas, Pedro	75053	76848	1795
947	2013	Chevy	Tahoe	Snyder, Britt	38692	38842	150
919	2009	Ford	Crown Victoria	Spare	146428	146428	0
924	2008	Ford	Crown Victoria	Spare	126631	126631	0
948	2011	Ford	Crown Victoria	Spare	124478	124478	0
952	2010	Ford	Expedition	Spare	136599	136599	0
953	2010	Ford	Expedition	Spare/At Road Dept.	135182	135182	0
963	2007	Ford	Crown Victoria	Spare/At Road Dept.	147496	147496	0
937	2015	Chevy	Caprice	Spare/Shannon, Michael	57482	60604	3122
942	2011	Ford	Crown Victoria	Stephenson, Landon	111697	113417	1720
918	2006	Ford	Van	Transport	113592	115337	1745
928	2010	Dodge	Van	Transport	146602	147300	698

962	2015	Dodge	Caravan	Transport	82616	86056	3440
920	2008	Ford	Crown Victoria	Valderaz, Raul	84575	84895	320
956	2014	Ford	Taurus	Vasquez, Baldo	83955	84953	998
908	2013	Ford	Taurus	Villarreal, PJ/Military Leave	130169	130169	0
935	2017	Ford	Explorer	Whitzel, David/	16520	19530	3010
						TOTAL:	**58132**