

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

**September 20, 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**

**AGENDA ITEMS**

**A. AGREEMENTS AND RESOLUTIONS**

1. A. Agreement A-18-007 Requesting Approval of Agreement A-18-007, between Chaves County and the New Mexico Department of Finance and Administration for Appropriation 18/C2467 in the amount of \$246,800.00  
  
B Agreement A-18-0008 Requesting Approval of Agreement A-18-008, between Chaves County and the New Mexico Department of Finance Administration for Appropriation 18-C2468 in the amount of \$220,000.0  
  
C Agreement A-18-009 Requesting Approval of Agreement A-18-009, between Chaves County and the New Mexico Department of Finance and Administration for Appropriation 18-C2469 in the amount of \$100,000.00
2. Agreement A-18-011 Ratification of Amendment #1 to Agreement A-18-011 between Chaves county and the State of New Mexico Children, Youth and Families Department
3. Agreement A-18-048 Professional Services Agreement between Chaves County and Robert D. Sorenson
4. Agreement A-18-049 Collective Bargaining Agreement Between Chaves County and International Union of Police Association
5. Resolution R-18-032 Deletion of Property
6. Resolution R-18-033 Budget Adjustment Resolution
7. Resolution R-18-034 Ordering the Chaves County Assessor to Impose the 2018 Certified Tax Rates

**B. RFP/ITB'S**

8. RFP-18-3 Janitorial Services

**C. OTHER BUSINESS**

9. Permission to Publish for a Public Hearing Regarding Ordinance No. O-008 An Ordinance of Chaves County Relating to the Personnel Policy

10. New Mexico Counties 2019 Legislative Priorities

11. Approve Job Specification for Administrative Services Manager

12. Lease for (2) 770G Motor Graders

**APPROVAL OF CHECKS**

**APPROVAL OF REPORTS**

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

- **COUNTY MANAGER'S COMMUNICATIONS**
- **COMMISSIONER'S COMMUNICATIONS**
- **CLOSED SESSION:  
PURSUANT TO SECTION 10-15-1 (H) (5) COLLECTIVE BARGAINING, 10-15-1-(H) (7) DISCUSS THREATENED OR PENDING LITIGATION**
- **SIGNATURE OF DOCUMENTS**
- **ADJOURNMENT**

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If you are an individual with a disability who is in need of 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:** 1A

**Requesting Approval of Agreement #A-18-007, between Chaves County and the New Mexico Department of Finance and Administration for Appropriation 18-C2467 in the amount of \$246,800.00.**

**MEETING DATE:** September 20, 2018

**STAFF SUMMARY**

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**Action Requested by:** Georgianna Hunt, Community Development Division

**Action Requested:** Approval of Agreement #A-18-007

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**Item Summary:**

Requesting approval of Agreement, A-18-007, between Chaves County and the New Mexico Department of Finance Administration for Appropriation 18-C2467 in the amount of \$246,800.00 for the purpose of Planning, Designing, Constructing, Purchasing, Equipping and Installing an elevator in the Chaves County Courthouse.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-18-007

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

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

**RECITALS**

**WHEREAS**, in the Laws of 2018, Chapter 80, Section 26, Para. 63, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

**18-C2467     \$246,800.00     Appropriation Reversion Date: 30-JUN-22**  
**Laws of 2018, Chapter 80, Section 26, Paragraph 63, Two Hundred Forty-Six Thousand Eight Hundred Dollars (\$246,800.00) to plan, design, construct, purchase, equip and install an elevator in the county courthouse, including building and site modifications, in Roswell in Chaves county.**

The Grantee's total reimbursements shall not exceed Two Hundred Forty-Six Thousand Eight Hundred Dollars (**\$246,800.00**) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Two Thousand Four Hundred Sixty-Eight Dollars (**\$2,468.00**), which equals Two Hundred Forty-Four Thousand Three Hundred Thirty-Two Dollars (**\$244,332.00**) (the "Adjusted Appropriation Amount").

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

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

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

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

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
  - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: Project Specialist  
 Address: P.O. Box 1597, Roswell, NM, 88202  
 Email: ghunt@co.chaves.nm.us  
 Telephone: 575-624-6689

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

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Finance Director  
 Address: P.O. Box 1817, Roswell, NM, 88202  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: 575-624-6600

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

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

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

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

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

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

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

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

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

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

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

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

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

### **C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

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

### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, repquired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

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

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Chaves County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Chaves County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Chaves County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Chaves County** or the Department."

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

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

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

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

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

## **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

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

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

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

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

Chaves County Government  
\_\_\_\_\_  
Entity Name

By: Robert Corn  
\_\_\_\_\_  
(Type or Print Name)

Its: Chairman  
\_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

September 20, 2018  
\_\_\_\_\_  
Date

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

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, Including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF  GOB  STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_ **2019** \_\_\_\_\_  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

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

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

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

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE**  
**EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

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

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**AGENDA ITEM:** 1B

**Requesting Approval of Agreement #A-18-008, between Chaves County and the New Mexico Department of Finance and Administration for Appropriation 18-C2468 in the amount of \$220,000.00.**

**MEETING DATE:** September 20, 2018

**STAFF SUMMARY**

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**Action Requested by:** Georgianna Hunt, Community Development Division

**Action Requested:** Approval of Agreement #A-18-008

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**Item Summary:**

Requesting approval of Agreement, A-18-008, between Chaves County and the New Mexico Department of Finance Administration for Appropriation 18-C2468 in the amount of \$220,000.00 to acquire land for and to plan, design, purchase, construct, install and equip a digital trunk radio system, including site improvements and related facilities, in Chaves County.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-18-008

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Summary by: Georgianna Hunt

Title: Community Development Project Specialist

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

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

**RECITALS**

**WHEREAS**, in the Laws of 2018, Chapter 80, Section 26, Para. 64, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

**18-C2468      \$220,000.00      Appropriation Reversion Date: 30-JUN-22**  
**Laws of 2018, Chapter 80, Section 26, Paragraph 64, Two Hundred Twenty Thousand Dollars (\$220,000.00) to acquire land for and to plan, design, purchase, construct, install and equip a digital trunk radio system, including site improvements and related facilities, in Chaves county.**

The Grantee's total reimbursements shall not exceed Two Hundred Twenty Thousand Dollars (\$220,000.00) (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")<sup>[1]</sup>, if applicable, Zero Dollars (\$0.00), which equals Two Hundred Twenty Thousand Dollars (\$220,000.00) (the "Adjusted Appropriation Amount").

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

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

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

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

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
  - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: Project Specialist  
 Address: P.O. Box 1597, Roswell, NM, 88202  
 Email: ghunt@co.chaves.nm.us  
 Telephone: 575-624-6689

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

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Finance Director  
 Address: P.O. Box 1817, Roswell, NM, 88202  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: 575-624-6600

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

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

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

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

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

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

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

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

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

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

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

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

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or the liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

### **C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

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

### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

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

**B. The Grantee hereby represents and warrants the following:**

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Chaves County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Chaves County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Chaves County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Chaves County** or the Department."

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

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

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

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

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

#### **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

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

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

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

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

Chaves County Government  
\_\_\_\_\_  
Entity Name

By: Robert Corn  
\_\_\_\_\_  
(Type or Print Name)

Its: Chairman  
\_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

September 20, 2018  
\_\_\_\_\_  
Date

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

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, Including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Phone No: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \_\_\_\_\_
- C. AIPP Amount (If Applicable): \_\_\_\_\_
- D. Funds Requested to Date: \_\_\_\_\_
- E. Amount Requested this Payment: \_\_\_\_\_
- F. Reversion Amount (If Applicable): \_\_\_\_\_
- G. Grant Balance: \_\_\_\_\_
- H.  GF       GOB       STB (attach wire if first draw)
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_ **2019** \_\_\_\_\_  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

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

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

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

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_  
Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee  
Grant Number: \_\_\_\_\_  
Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

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

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**AGENDA ITEM:** 1C

**Requesting Approval of Agreement #A-18-009, between Chaves County and the New Mexico Department of Finance and Administration for Appropriation 18-C2469 in the amount of \$100,000.00.**

**MEETING DATE:** September 20, 2018

**STAFF SUMMARY**

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**Action Requested by:** Georgianna Hunt, Community Development Division

**Action Requested:** Approval of Agreement #A-18-009

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**Item Summary:**

Requesting approval of Agreement, A-18-009, between Chaves County and the New Mexico Department of Finance Administration for Appropriation 18-C2469 in the amount of \$100,000.00 to provide for the purchase and equipping of handicapped accessible vans for the Southeastern New Mexico Veteran's Transportation Network to allow them to continue to provide transportation services to Veterans.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** **Agreement A-18-009**

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**Summary by:** Georgianna Hunt

**Title:** Community Development Project Specialist

**STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE AND ADMINISTRATION  
FUND 89200 CAPITAL APPROPRIATION PROJECT**

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

**RECITALS**

**WHEREAS**, in the Laws of 2018, Chapter 80, Section 26, Para. 65, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

**AGREEMENT**

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

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

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

**18-C2469      \$100,000.00      Appropriation Reversion Date: 30-JUN-22**  
**Laws of 2018, Chapter 80, Section 26, Paragraph 65, One Hundred Thousand Dollars (\$100,000.00)**  
**to purchase and equip handicapped-accessible vans for veteran transportation in Chaves county.**

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

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

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

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

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

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and
- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
  - a. must be approved by the applicable oversight entity (if any) in accordance with law; or
  - b. if no oversight entity is required to approve of the transaction, the Department must approve the transaction as complying with law.

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

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

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

- (vi) The Grantee's submission of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:
- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party **but prior to execution by the Grantee.**
  - b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
  - c. The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
  - d. The date the Department signs the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.
- B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.
  - C. Project funds shall not be used for purposes other than those specified in the Project Description.
  - D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

**ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES**

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

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

Grantee: Chaves County  
 Name: Georgianna Hunt  
 Title: Project Specialist  
 Address: P.O. Box 1597, Roswell, NM, 88202  
 Email: ghunt@co.chaves.nm.us  
 Telephone: 575-624-6689

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

Grantee: Chaves County  
 Name: Joe Sedillo  
 Title: Finance Director  
 Address: P.O. Box 1817, Roswell, NM, 88202  
 Email: sedilloj@co.chaves.nm.us  
 Telephone: 575-624-6600

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

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

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on **June 30, 2022**, the Reversion Date, unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

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

#### **ARTICLE V. EARLY TERMINATION**

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

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, and conflicts of interest.

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

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

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

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

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

**ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS**

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

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties; and
- (ii) The Department will suspend the issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

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

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

**D. Corrective Action Plan in the Event of Suspension**

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

## **ARTICLE VII. AMENDMENT**

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

## **ARTICLE VIII. REPORTS**

### **A. Database reporting**

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

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

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

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

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

## **ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES**

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

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

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

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

### **C. Deadlines**

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

- (i) Immediately as they are received by the Grantee but at a minimum of thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) July 15 of each year for all unreimbursed incurred during the previous fiscal year; or
- (iii) Twenty (20) days from the date of Early Termination; or
- (iv) Twenty (20) days from the reversion date.

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

### **ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES**

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

- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
- (ii) The project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
- (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, "Anti-Donation Clause."
- (iv) The Grantee shall not for a period of 10 years, from the date of this agreement convert any property acquired, built, renovated, repquired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the Department's and the Board of Finance's express, advance written approval, which may include requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.

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

B. The Grantee hereby represents and warrants the following:

- (i) The Grantee has the legal authority to receive and expend the Project's funds.
- (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
- (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which the Grantee is subject.
- (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
- (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
- (vi) The Grantee shall abide by New Mexico laws regarding conflicts of interest, governmental conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed or goods to be received, pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.
- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

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

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

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

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

#### **ARTICLE XII. IMPROPERLY REIMBURSED FUNDS**

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

#### **ARTICLE XIII. LIABILITY**

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

#### **ARTICLE XIV. SCOPE OF AGREEMENT**

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

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

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

"The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, the **Chaves County** may immediately terminate this Agreement by giving Contractor written notice of such termination. The **Chaves County's** decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against the **Chaves County**, the Department of Finance and Administration, Local Government Division (DFA/LGD), or the State of New Mexico in the event of immediate or Early Termination of this Agreement by the **Chaves County** or the Department."

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

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

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

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

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

## **ARTICLE XVII. COMPLIANCE WITH UNIFORM FUNDING CRITERIA**

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

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

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

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

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

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

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

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

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

[THIS SPACE LEFT BLANK INTENTIONALLY]

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

**GRANTEE**

Chaves County Government  
\_\_\_\_\_  
Entity Name

By: Robert Corn  
\_\_\_\_\_  
(Type or Print Name)

Its: Chairman  
\_\_\_\_\_  
(Type or Print Title)

\_\_\_\_\_  
Signature of Official with Authority to Bind Grantee

September 20, 2018  
\_\_\_\_\_  
Date

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

Its: Division Director

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_  
B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip  
C. Phone No: \_\_\_\_\_  
D. Grant No: \_\_\_\_\_  
E. Project Title: \_\_\_\_\_  
F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_  
B. Grant Amount: \_\_\_\_\_  
C. AIPP Amount (If Applicable): \_\_\_\_\_  
D. Funds Requested to Date: \_\_\_\_\_  
E. Amount Requested this Payment: \_\_\_\_\_  
F. Reversion Amount (If Applicable): \_\_\_\_\_  
G. Grant Balance: \_\_\_\_\_  
H.  GF  GOB  STB (attach wire if first draw)  
I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** \_\_\_\_\_ **2019** \_\_\_\_\_  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

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

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

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

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Division Project Manager

\_\_\_\_\_  
Date

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT 2**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

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

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

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

Grant Amount (Minus AIPP if applicable): \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

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

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

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**AGENDA ITEM:** 2

Ratification of Amendment #1 to Agreement A-18-011 between Chaves County and the State of New Mexico Children, Youth and Families Department

**MEETING DATE:** 09/20/2018

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**Action Requested by:** Lucia Serrano, Continuum Coordinator

**Action Requested:** Ratification of Amendment of Agreement A-18-011

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**Item Summary:**

Amendment #1 to Agreement A-18-011 will amend the budget billing for the Alternative Education program to help correspond to the RISD School Calendar number of days.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Amendment #1 Agreement A-18-011

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**Summary by:** Lucia Serrano

**Title:** Continuum Coordinator

A-18-011  
 STATE OF NEW MEXICO  
**CHILDREN, YOUTH AND FAMILIES DEPARTMENT**  
*JJAC Continuum and Compliance Monitoring*  
**AGREEMENT**  
**AMENDMENT NUMBER (ONE)**

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

**PURPOSE OF AMENDMENT**

1. Amend **Attachment 2 – Budget (executed July 1, 2018)** to decrease the number of days from 250 to 187.5 and increase the monetary amount per day from \$150 to \$200 under Alternative Education Program.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED AGREEMENT ARE AMENDED AS FOLLOWS:

Attachment 2, is hereby amended to read as follows:

**Amendment 1 Attachment 2 – Budget-Dated August 7, 2018**  
**Chaves County**

A.	<u>Continuum and Board Activities:</u>		
	Continuum Coordinator	=	\$34,000
	Travel	=	946
	Youth Committee Members	=	<u>300</u>
			\$35,246
B.	<u>Alternative Education Program:</u>		
	Based on 30 youth to be served	\$200 x 187.5 days =	<u>\$37,500</u>
C.	<u>Building Assets Program:</u>		
	Based on 120 youth to be served		
	Classes	\$150 x 448 Classes =	<u>\$67,200</u>
D.	<u>Youth Advocacy:</u>		
	Based on 160 youth to be served		
	Referral and Assessment	\$60 x 100 Youth =	\$ 6,000
	Case Management	\$40 x 300 Youth =	12,000
	Court Hearings	\$40 x 200 Youth =	8,000
	Home/Jail Visits	\$40 x 175 Visit =	7,000
	Report Writing	\$65 x 200 Reports =	<u>13,000</u>
			\$46,000

E.	<u>Gender Specific Programming:</u>		
	Based on 200 youth to be served		
	Girls Circle in Community	\$150 x 50 Classes =	\$ 7,500
	Boys Council in Community	\$150 x 50 Classes =	<u>7,500</u>
			\$15,000
F.	<u>Why Try Middle School Program:</u>		
	Based on 15 youth to be served		
	Classes	\$150 x 34 Classes =	\$ <u>5,100</u>
	<b>Total Grant Award not to exceed:</b>		<b><u>\$206,046</u></b>

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

Budgeted and contracted Grant Amount	\$206,046
40% Minimum Match Liability for Chaves County	<u>82,418</u>
Projected Budgeted Amount	\$288,464

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

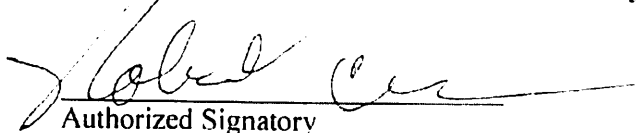
**FUNDING INFORMATION:**

Juvenile Continuum Grant Fund (State General Fund)

**All other articles of this Agreement remain the same.**

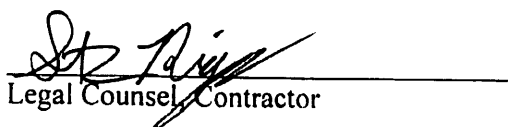
IN WITNESS WHEREOF, the Procuring Agency and the Contractor have caused this Agreement to be executed, said Agreement to become effective as of the date set forth below upon which it is executed by the Procuring Agency Secretary or Designee.

**NAME OF CONTRACTOR – Chaves County**

  
Authorized Signatory

Date: 8-24-18

Chairman  
Printed Title of Authorized Signatory

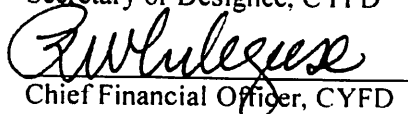
  
Legal Counsel, Contractor

Date: 8/24/18

**Procuring Agency – New Mexico Children, Youth and Families Department**

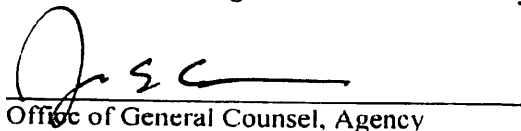
  
Secretary or Designee, CYFD

Date: 8/30/18

  
Chief Financial Officer, CYFD

Date: 8/30/18

Approved as to legal form and sufficiency.

  
Office of General Counsel, Agency

Date: 8/27/18

**AGENDA ITEM:** 3

Agreement A-18-048 Professional Services Agreement between Chaves County and Robert D Sorenson

**MEETING DATE:** September 20, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs

**ACTION REQUESTED:** Approve Agreement

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**ITEM SUMMARY:**

Robert D Sorenson is developing a custom multi-tiered role-based solution software for the IHC program. The current software is obsolete and difficult to use or extract data from. Chaves County will own this software.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-18-048

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

**AGREEMENT A-18-048  
BETWEEN CHAVES COUNTY AND ROBERT D. SORENSON  
FOR PROFESSIONAL SERVICES**

THIS Agreement is made and entered into this 20<sup>th</sup> day of September, 2018, by and between the County of Chaves, a political subdivision of the State of New Mexico, by and through its' duly elected Board of County Commissioners, hereinafter referred to as "County", and Robert D. Sorenson, who's address is 10108 Laingtree Drive, Dallas, Texas, hereinafter referred to as "Contractor."

WHEREAS, the Chaves County Indigent Health program is in desperate need of a new software program in order to process medical/dental claims, and

WHEREAS, Contractor is willing to create and develop a software program for the County Indigent Health Care ("IHC") program, and

WHEREAS, both parties desire to enter into this agreement.

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

1. SCOPE OF WORK. Contractor shall develop a custom multi-tiered role-based solution software for the IHC program.
2. COMPENSATION. The County shall pay Contractor an amount not to exceed \$47,500. This amount includes gross receipts tax. All approved invoices will be paid within thirty (30) days of the date received. Payment will be rendered as follows:
  - A. 20% paid at start of project.
  - B. 60% paid upon successful completion of the project.
  - C. 20% paid following final implementation of the project including training, debugging, etc.
3. TERM. This Agreement is for a period of one (1) year beginning September 1, 2018 and ending August 31, 2019, unless terminated early in accordance with this contract.
4. TERMINATION. This Agreement may be terminated by either party hereto with or without cause upon written notice to the other party at least thirty (30) days prior to the intended date of termination.
5. CONTRACTOR STATUS. Contractor is an independent contractor performing certain services for the County and is not an employee of the County. As such, Contractor shall not receive leave, retirement, insurance, bonding, use of County vehicles, equipment or any other benefits afforded to employees of the County.

In addition, Contractor does not have the authority to commit or bind the County in any manner.

6. SUBCONTRACTING. This Agreement is based upon the skill and reliability of Contractor. Contractor may not subcontract any portion of the services to be performed under this Agreement without prior written approval of the County.
7. ASSIGNMENT. Contractor will not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without approval of the County.
8. 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 from all liabilities, claims and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the County unless Contractor has express written authority to do so, and then only within strict limits of that authority.
9. CONFIDENTIALITY. Any confidential information provided to or developed by Contractor in the performance of the Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the County.

#### INTELLECTUAL PROPERTY.

A. **Work Product.** During the course of performing the Services, Contractor and its directors, officers, employees, or other representatives may, independently or in conjunction with Company, develop information, produce work product, or achieve other results for Company in connection with the Services it performs for Company.

B. **Ownership.** Contractor agrees that such information, work product, and other results, systems and information developed by Contractor and/or Company in connection with such Services (hereinafter referred to collectively as the "Work Product") shall, to the extent permitted by law, be a "work made for hire" within the definition of Section 101 of the Copyright Act (17 U.S.C. 101), and shall remain the sole and exclusive property of Company.

C. **Assignment of Interest.** To the extent any Work Product is not deemed to be a work made for hire within the definition of the Copyright Act, Contractor with effect from creation of any and all Work Product, hereby assigns, and agrees to assign, to Company all right, title and interest in and to such Work Product, including but not limited to copyright, all rights subsumed thereunder, and all other intellectual property rights, including all extensions and renewals thereof.

D. **Moral Rights.** Contractor also agrees to waive any and all moral rights relating to the Work Product, including but not limited to, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use, and subsequent modifications.

E. **Assistance.** Contractor further agrees to provide all assistance reasonably requested by Company, both during and subsequent to the Term of this Agreement, in the establishment, preservation and enforcement of Company's rights in the Work Product.

F. **Return of Property.** Upon the termination of this Agreement, Contractor agrees to deliver promptly to Company all printed, electronic, audio-visual, and other tangible manifestations of the Work Product, including all originals and copies thereof.

10. **INDEMNIFICATION.** 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 cost of litigation that are asserted by and person or entity to the extent arising out of the negligent acts or omissions or willful misconduct of Contractor in the performance of this Agreement by Contractor hereunder, excluding liability due to the willful misconduct or negligent acts of the County or its employees.
11. **MODIFICATION.** This Agreement shall not be modified except in writing by amendment executed by both parties.
12. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the parties and shall not be amended or altered except upon agreement of the parties.
13. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New Mexico.

The County and Contractor have each caused this agreement to be executed by their duly authorized officers as of the date first written above.


CHAVES COUNTY

By: \_\_\_\_\_  
Robert Corn, Chairman

ATTEST:

\_\_\_\_\_  
Dave Kunko, County Clerk

ROBERT D. SORENSON

By:   
Robert D. Sorenson

**AGENDA ITEM:** 4

Agreement A-18-049 Collective Bargaining Agreement Between Chaves County and International Union of Police Association

**MEETING DATE:** September 20, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs

**ACTION REQUESTED:** Approve Collective Bargaining Agreement

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**ITEM SUMMARY:**

Over the course of the last several months, Chaves County has been negotiating with the International Union of Police Association "IUPA." An agreement has been reached and approved by the membership of the IUPA.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Agreement A-18-049

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

**Chaves County Agreement No. A-18-049**

**COLLECTIVE BARGAINING  
AGREEMENT  
BETWEEN  
CHAVES COUNTY  
AND  
INTERNATIONAL UNION OF  
POLICE ASSOCIATION**

**EFFECTIVE September 20, 2018 THROUGH September 19, 2020**

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## **PREAMBLE**

This Agreement is entered into by and between Chaves County, New Mexico (“County”), a political subdivision of the State of New Mexico, and the International Union of Police Association, hereinafter referred to as the “Union”.

## **ARTICLE 1. MANAGEMENT RIGHTS**

- A. The parties recognize that except as explicitly limited, abridged, or relinquished by the terms and conditions of this Agreement, all rights to manage, direct, or supervise the operations of the County and its employees are vested solely in the County and are not subject to Union action or arbitration. The County retains the right to develop and implement rules and regulations for the purpose of maintaining order, safety, and efficient operations.
- B. The County Manager and Sheriff have and retain all rights to administer the affairs of the Sheriff’s Office. Management retains any and all rights not explicitly limited by this Agreement or the County’s Ordinance on Collective Bargaining.

## **ARTICLE 2. RECOGNITION**

- A. The County recognizes the Union as the sole and exclusive collective bargaining representative for the Sheriff’s Deputies and Sergeants employed by the County in the Sheriff’s Office. It is acknowledged by the parties that probationary employees are not a part of the bargaining unit.
- B. Employee for the purpose of this agreement is defined as a bargaining unit employee.

## **ARTICLE 3. UNION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

- A. The Union has the right and duty as exclusive representative to represent the interest of all employees in the bargaining unit regardless of membership or non-membership in the Union. The Union’s right as exclusive representative includes representation of bargaining unit employees in negotiations and in settlement of grievances. It is recognized the Union is a private organization and is not a branch of the state or local government nor a part of the Chaves County government. It is acknowledged by the parties to this agreement that Union Business is not County business and, therefore:
  - 1. The Union shall not use the County’s interoffice mailboxes, mail services, or e-mail for the dissemination of Union information, literature, or correspondence. The Union President may distribute materials in employee mailboxes during his/her non-work hours.

2. The Union shall not use County time, equipment, property, or materials for Union business, however, the Union may request, and the County may approve, the use of County buildings for Union business in the same manner and subject to the same requirements as any other private organization. Employees may use County issued cellphones for incidental personal use that does not interfere with the employee's work and/or delivery of services to the citizens.
- B. Employees have the right to form, join, or assist the Union. Employees also have the right not to form, join, or assist the Union. Neither management nor the Union shall interfere, coerce, or intimidate the employee in the exercise of the employee's right to join or not to join the Union.
  - C. Union Information: The Union President may provide contact information material to the County Human Resources Director for distribution to employees new to the bargaining unit.
  - D. Bulletin Board: The County will designate a 3' x 3' space for the Union to purchase a bulletin board to be hung in the hallway on the East side of the Records Department in order to post notices of Union meetings and other information. Information placed on the bulletin board shall not be inflammatory or derogatory of the County, its employees, representatives, or elected officials.
  - E. Union Representative
    1. The County Administration will meet with recognized State or National Representatives of the Union for the purpose of conducting official labor-management relations business. Advance appointments must be made with the applicable administrator. The Union shall identify Local, State, and National representatives who have authority to act on behalf of the Union by providing written notice of such representatives to the County Manager within thirty (30) days of ratification of this Agreement and within seven (7) calendar days of any change. The notice shall include the representative's name, address, telephone number, and scope of authority.
    2. Subject to staffing requirements, local union stewards and officers may be granted leave without pay to conduct Union business. Such requests will be handled in the same manner as requests for annual leave.

#### **ARTICLE 4. UNION MEMBERSHIP DUES**

- A. Employees may join and be a member of the Union or may choose not to join or be a member of the Union, without interference, restraint, or coercion. Employees may voluntarily pay membership dues through payroll deduction. Membership or non-membership in the Union is strictly voluntary and the employee's right to join or terminate membership in the Union may be exercised at any time.

- B. A bargaining unit employee may commence or terminate payroll membership dues deductions at any time by written notice to the County, which shall take effect no later than the next full pay period after receipt of notice by the County. The employee will provide a copy of the written notice to the Union. The County will remit such deductions to the Union within ten (10) business days after such deductions are made along with a list of the employees from whom deductions were taken. The County will be notified in writing of the membership dues amount by June 1<sup>st</sup> for the upcoming fiscal year. No changes to the deduction amounts will occur after that date. Payroll deduction will only be for membership dues and will not include any other fees, fines, or assessments of any kind.
- C. The Union shall indemnify, pay for the defense of, and save the County harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result of any conduct taken by the County for the purpose of complying with this Article.

**ARTICLE 5. HOURS OF WORK - STAFFING**

- A. Hours of work and work schedules are established by the County. Employees will be assigned to work shifts with starting and quitting times, normally with consecutive days off. Work schedules will be posted in a location accessible to the employees. An employee will be given at least five (5) calendar days' notice of a long-term change to an employee's regular shift
- B. Any employee who, without good cause, fails to report to work for two (2) consecutive scheduled shifts, regardless of scheduled days off between shifts, without prior notice to management shall be disciplined, up to termination of employment.
- C. The parties recognize that absenteeism is a major obstacle to maintaining needed staffing levels. The parties will work together to attempt to resolve issues of suspected abuse of paid leave including sick leave.
- D. Rest periods are granted and shall not be accrued nor shall there be additional compensation for breaks not taken. Lunch periods are dependent upon the employee's assignment.
- E. Employees required to appear in court on County business under court order as a part of their duties and responsibilities as bargaining unit employees shall be compensated at their regular rate of pay while in court. If an employee is required to report to Court on his/her regular day off, the employee will be guaranteed a minimum of one (1) hour of pay. A copy of the subpoena or other document shall be provided to management upon receipt. Such time is time worked and shall be included as time worked for the purpose of computing overtime compensation as required by applicable law. This section does not apply to actions in which the employee is called to testify against the County.
- F. Employees are required to attend law enforcement schools and seminars necessary to maintain New Mexico law enforcement, First Aid, and CPR certifications. The County will determine payment for such training based on budgetary constraints and the employee's actions in availing him/herself of training provided by the County.

- G. Employees enrolled in college classes will ensure such classes do not interfere with work time. Employees may apply for education assistance in accordance with County policy.
- H. Shift Bid: The County will continue to follow its adopted annual shift bid procedure for bargaining unit employees. The bid will be for shift and days off and will take place the month prior to implementation.

**ARTICLE 6. HOLIDAYS**

- A. Bargaining unit employees will receive eighty (80) hours for holidays as designated by the Commission prior to commencement of the subsequent calendar year.
- B. Employees who do not work a holiday will be paid according to the regular shift length of either eight (8) or ten (10) hours at their regular rate of pay. Employees who do work the holiday will be paid their regular rate of pay for all hours worked on the holiday plus holiday pay according to the regular shift length of either eight (8) or ten (10) hours at the employee's regular rate of pay. Time paid for a holiday not worked is not time worked for the purposes of computing overtime compensation. Employees who call in sick on the holiday shall not receive holiday pay and shall have the time charged to accrued sick leave or leave without pay. Employees on approved annual leave shall not have the holiday charged to annual leave.
- C. Holidays will be observed on the actual holiday.
- D. To be eligible for holiday pay an employee must have worked or be on approved, paid leave his/her last regular assigned work shift prior to and the next regular assigned shift after the identified holiday shift.
- E. Bargaining unit employees will have one (1) day personal holiday each calendar year in addition to the regular holiday schedule. The personal holiday may be taken at any time upon approval by the employee's Lieutenant. Personal holiday may not be taken in hourly increments. Personal holiday will not be paid upon separation of employment.

**ARTICLE 7. ANNUAL LEAVE**

- A. Bargaining unit employees shall earn annual leave in accordance with County policy, accrued each pay period, up to a maximum of two hundred eighty (280) hours.
- B. An employee shall submit a written request to utilize annual leave at least seven (7) calendar days prior to the first day of leave being requested. Such request shall be filed with the employee's Lieutenant.

**ARTICLE 8. LEAVES**

- A. Sick Leave benefits are intended to be paid to an employee during Sick Leave of Absence or Family Medical Leave to protect the employee from loss of earnings and for that purpose only. Benefits are not to be used to extend a vacation or to cover other absences. Upon separation from employment, the employee does not accrue any right for unused sick leave benefits.
- B. Any employee who is going to be absent from the employee's regularly scheduled shift, due to sickness or illness, shall contact management at least two (2) hours prior to the start of the employee's shift.
- C. Sick leave will accrue at the rate of 3.08 hours per pay period. Sick leave is accrued only for time actually worked and does not accrue if the leave extends beyond fourteen (14) calendar days.
- D. Sick leave abuse is defined as the repeated utilization of sick leave on the days immediately preceding or immediately following the employee's days off, the use of the leave for reasons other than the sick leave or FMLA leave, or patterns of sick leave usage. This language also serves as notice that the abuse of sick leave will not be tolerated.
- E. Except in emergencies, any employee desiring to take sick leave for medical treatment, minor surgery, etc., is required to first obtain permission from management.
- F. Employees who exhaust their sick leave accrual and are still not released to return to work may request the use of accrued vacation.
- G. Sick leave abuse creates a significant cost to the County and an added burden to the employees who must assume the additional workload and the inability to take legitimate leave due to staffing requirements. The parties will work together to attempt to eliminate the abuse of sick leave. Employees who request and take sick leave and are found to have utilized such sick leave for other purposes will have provided just cause for disciplinary action including termination of employment.
- H. Employees shall furnish a doctor's release before returning to work after having utilized sick leave benefits for three (3) or more consecutive shifts.
- I. At the time of separation from the County for whatever reason, all accrued sick leave is forfeited.
- J. An employee's accrued sick leave is not transferable to any other person, nor can leave be converted to other leave or cashed in for payment.
- K. All other leaves will be handled in accordance with County policy.
- L. Leave Request.

All leave requests will be made on the appropriate County form. All leave whether paid or unpaid are subject to the recommendation of management and the approval of the Sheriff.

**ARTICLE 9. RETURN TO WORK RELEASE**

- A. An employee, in case of non-work-related illness or injury, may obtain the services of a duly licensed and practicing medical practitioner of his/her own choice and shall obtain a release from such practitioner to return to work for any absences of three (3) or more consecutive shifts. The County shall have the right to require the Employee to furnish a release from a practitioner selected by the County.
- B. The County may require an employee to submit to a medical or psychological review with a practitioner of the County's choice at the County's expense if there is reasonable suspicion regarding the employee's fitness for duty.

**ARTICLE 10. COMPENSATION**

- A. Wages. Eligible bargaining unit employees will advance one (1) step on the pay plan, up to the maximum of the plan, on the first full pay period following ratification and signature of this Agreement or January 2019 based on the employee's anniversary date of hire, or the first full pay period following ratification and signature of this Agreement, or the first full pay period following resolution of impasse, whichever is later.
- B. Call Back Time. Employees called back to work after having left the worksite shall be allowed reasonable time to report to work and will be paid for the actual hours worked for a minimum of two (2) hours. All worked time shall be counted in the computation of eligibility for overtime as per the FLSA.
- C. Retirement. The current retirement program will continue in full force and effect for the term of this agreement.
- D. Insurance: bargaining unit employees will be eligible to participate in insurance programs offered by the County. The percentage of premium paid by the County will be determined by the Commission. Effective upon ratification and signature of this Agreement, for Fiscal Year 2019, the County will assume the cost of the four percent (4%) insurance premium increase.

**ARTICLE 11. OVERTIME**

- A. Overtime compensation will be calculated and paid in accordance with the Fair Labor Standards Act (FLSA) for all hours in excess of eighty-five (85) in a fourteen (14) day cycle. Paid leave is not time worked under FLSA and will not be counted as time worked for the purpose of computing overtime compensation.

- B. Employees shall not work beyond their regular assignment without authorization from management. Overtime is a condition of employment. Overtime is subject to the approval of the Sheriff or designee.
- C. The Sheriff's Department will maintain a list for overtime assignments developed based on seniority. Overtime will be offered in the order of the list based on employees who are not on shift. If an employee refuses an overtime assignment, the employee will maintain his/her position on the list. If an employee accepts the overtime assignment, the employee's name will be moved to the bottom of the list. An employee who refuses to work overtime a second consecutive time shall be disciplined, up to termination.

**ARTICLE 12. SENIORITY**

- A. Department Seniority  
Department seniority is defined as the length of continuous employment from the last date of hire as a bargaining unit employee with the Chaves County Sheriff's Office.
- B. General Seniority  
General seniority is defined as the length of continuous employment with the County.

**ARTICLE 13. REDUCTION IN FORCE (RIF)**

- A. When a reduction in the work force is necessary, employees shall be laid off in accordance with their departmental seniority applied to classification held and the classification affected by the RIF. That is, the employee with the least departmental seniority shall be laid off first, provided that in the selection of employees for layoff, due consideration shall be given to the retention of employees properly qualified and physically able to perform the available work.
- B. Affected employees will be given a written two (2) week notice of lay-off. The County may provide a two (2) week paid leave in lieu of the advance notice.
- C. Employees on any kind of leave at the time of a lay off will be considered for lay off in the same manner, conditions, and order as any other bargaining unit employee.
- D. Employees on layoff will be offered to continue in the group insurance program with the employee paying the total premium during such period of lay off for a recall period up to six (6) months.
- E. Employees affected by the reduction in force will be placed on a recall list for six (6) months. Employees will be recalled in order of Department seniority. Employees being recalled will be allowed ten (10) calendar days to report to work from date of recall notice. Failure to report or accept recall shall forfeit the employee's recall rights.

**ARTICLE 14. PROMOTIONS**

- A. Promotions to the rank of Sergeant will be handled in accordance with Sheriff's Department policies.
- B. An employee must have two (2) years of continuous service currently with the Sheriff's Department to be considered for assignment to CID and School Resource Officer. Nothing precludes the Sheriff's Office from assigning employees with less than two (2) years' service to the Narcotics Task Force.

**ARTICLE 15. INVESTIGATIONS AND DISCIPLINE ACTIONS**

**Internal/Administrative Investigations**

- A. It is recognized by the parties that it is the County's obligation and responsibility to investigate any charge of employee misconduct.
- B. Any internal/administrative investigation conducted by the department shall comply with applicable law of the State of New Mexico and departmental and County policies regarding internal investigations or administrative investigations. An employee may be accompanied by a Union representative, or if exclusive representation is waived by the Union President in writing, by an attorney of the employee's choice, during an investigative interview to serve as an observer only. The unavailability of a non-attorney Union representative shall not delay the interview more than twenty-four (24) hours. The unavailability of an attorney shall not delay the interview more than seventy-two (72) hours.
- C. An employee may be placed on paid administrative leave pending the outcome of an investigation and any contemplated disciplinary action.

**Pre-Determination Meeting**

- A. Management shall have the authority to impose disciplinary action on an employee for just cause. Prior to the implementation of any disciplinary action the employee will be provided the opportunity, at a pre-determination meeting, to respond to any charges that may lead to disciplinary action.
- B. The County will provide at least forty-eight (48) hours' advance notice to the employee of the date, time, and place of such pre-determination meeting. The County will provide the employee with notice of the proposed action. The pre-determination meeting shall be informal in nature and shall not require adherence to the rules of evidence. An employee may be represented by a Union representative or, if the Union has waived its exclusive representative status in writing to the County, by an attorney of the employee's choice and at the employee's own cost.

- C. It is not mandatory that an employee avail himself or herself of the right to a pre-determination meeting. However, an employee who fails to appear for a pre-determination meeting as scheduled will be deemed to have waived his/her rights to any further pre-determination meeting on this same matter.
- D. Following the pre-determination meeting, the Sheriff or designee will issue a written determination either affirming, reversing, or modifying the proposed disciplinary action within seven (7) calendar days, unless additional investigation is necessary. The affected employee will be provided a copy of the written determination. Disciplinary action involving suspension in excess of twenty-four (24) hours, demotion, and terminations require County Manager approval.

### **Disciplinary Actions**

- A. Disciplinary actions imposed by the County on bargaining unit employees shall be based on just cause.
- B. Whenever possible, discipline will be imposed in a private setting with each party having the right to have a witness present.
- C. Disciplinary actions include the following:
  - 1. Written warning
  - 2. Written reprimand
  - 3. Suspension without pay
  - 4. Involuntary demotion with a loss of pay
  - 5. Termination of employment.
- D. A written reprimand is defined as an official written censure. Written reprimands provide the employee with a reprimand for inappropriate behavior, notice that the conduct associated with the violation must stop immediately and permanently, and notice that additional violations may result in more severe sanctions. Written reprimands shall be placed in the employee's personnel file after providing the employee with a copy. The employee shall acknowledge having read and received the reprimand by signing the document. An employee may submit a written rebuttal to a written reprimand within seventy-two (72) hours of receipt of the written reprimand.
- E. Any disciplinary actions, other than written warnings or reprimands, imposed on an employee may be appealed as a grievance through the grievance procedure identified in this agreement.
- F. Normally progressive discipline will be utilized, however, the severity of the infraction and other factors may warrant suspension, demotion, or termination.

## **ARTICLE 16. GRIEVANCE AND ARBITRATION PROCEDURE**

- A. Grievance is defined as a misinterpretation, misapplication, or violation of this agreement or an appeal of a suspension, demotion, or termination. This grievance procedure shall be the sole procedure for resolving any grievance or dispute between the parties.
- B. The grievance must be in writing and shall include:
1. Identification of the specific Article and language in the Agreement that applies.
  2. Identification of the action or inaction that generated the grievance.
  3. The management employee involved.
  4. The date of the alleged violation.
  5. The specific relief requested; “to be made whole” is not an acceptable specific relief.
  6. The grievance must be signed and dated by the employee and the employee’s representative, if the employee is represented.
- C. “Days” as used in this article shall mean days in which the County Administrative Offices are open for business.
- D. A grievance may be filed by a bargaining unit employee, the Union on behalf of an employee, or the County. A bargaining unit employee processing a grievance without representation by the Union will be required to bear all costs associated with the grievance. In such instances, the Union President will be notified of a grievance involving interpretation of the contract and given the opportunity to be present and make its views known.
- E. Grievance responses will be sent to the Grievant or if the employee is represented by the Union, to the Union representative.
- F. Grievance Steps.

Step 1. The initial filing of a written grievance shall be with the Sheriff and shall occur within ten (10) days of the commission or omission of the act that generated the grievance. The parties should attempt to resolve the grievance at this level. If the grievance is not resolved within ten (10) days of filing with the Sheriff, for whatever reason, the grievance may be appealed to the County Manager by filing the appeal in writing within ten (10) days of filing with the Sheriff.

Step 2. The parties should attempt to resolve the issues at this level. If the grievance is not resolved at the County Manager level within ten (10) days of the filing of the grievance with the County Manager, for whatever reason, the grievant may advance the grievance for arbitration.

Step 3. If the grievance is not resolved at the County Manager level by the parties, for whatever reason, the grievant may submit a written request for an unrestricted list of seven (7) arbitrators from the Federal Mediation and Conciliation Service

(FMCS) within ten (10) days of filing with the County Manager at Step 2. The request to FMCS shall include the County Manager as the contact for the County, unless an attorney for the County is identified by the County. The request shall indicate a regional list.

- G. Within ten (10) days of receipt of the list of arbitrators from FMCS, the parties shall meet to select an arbitrator. The parties will alternate striking names on the list until only one name remains. The remaining name shall be the arbitrator. The party to strike the first name shall be the grievant.
- H. The Arbitrator shall determine issues of grievability on pre-hearing briefs prior to scheduling the merits of the case. If proceeding to a hearing on the merits, the selected Arbitrator shall hear the grievance and render a written decision containing findings of fact and conclusions of law within thirty (30) calendar days of the close of the hearing or submission of post-hearing briefs, as applicable.
- I. The Arbitrator is limited to interpreting and applying the language in the agreement. The Arbitrator shall not add to, subtract from, or alter the Agreement in any way, nor shall the Arbitrator substitute his/her discretion for the County where such discretion is retained by the County. In cases involving contract interpretation brought by an individual employee without the representation of the Union, the Arbitrator will defer to any joint interpretation of the Union and County.
- J. The decision of the Arbitrator shall be final and binding on the parties, subject to appeal under compulsory arbitration to District Court.
- K. The Arbitrator's charges for services shall be shared equally by the parties including the cost of a Court reporter and transcripts for the arbitrator.
- L. Each party is responsible for all its own costs associated with representation, witness fees, and its copy of the transcript.
- M. This is the only grievance procedure available to the bargaining unit and shall be the sole and exclusive method for resolving any and all claims arising from the alleged violation of this agreement or a grievance of disciplinary action, provided, however, the employee shall retain statutory rights under Title VII and the New Mexico Human Rights Act.

#### **ARTICLE 17. SAFETY PROVISIONS – EQUIPMENT**

- A. The County and employees will abide by all applicable County, State, and Federal safety laws, rules, and regulations.
- B. The County will continue to provide a safe and healthful working environment as required by law. The Union President may appoint a bargaining unit employee to serve on the County's Safety Committee.

- C. Employees shall immediately report in writing any and all unsafe working conditions or equipment needing service or replacement to their immediate supervisor.
- D. The employee shall utilize all safety equipment and clothing as required by County, State, and Federal safety laws, rules, and regulations. The County will provide vests to bargaining unit employees and replace the vest upon its expiration.
- E. The County will provide ammunition for the weapons provided by the County.

**ARTICLE 18. GENERAL PROVISIONS**

- A. **Strikes and Lockouts**  
It is recognized by the parties that strikes and lockouts are prohibited by the New Mexico Public Employee Bargaining Act and the County's Labor Management Relations Ordinance.
- B. **Non-Discrimination**  
The parties agree that neither parties' representative, policies, or activities will discriminate against any employee based on race, age, sex, national origin, religion, disability, marital status, veteran status, political affiliation, union membership, or non-union membership.
- C. **Personnel Records:** an employee may review his/her own personnel record by scheduling an appointment with the Human Resources Department during its normal business hours. An employee may designate an individual in writing to review the employee's file.
- D. All references to employees in this Agreement designate both sexes, and where the male gender is used, it shall be construed to include male and female bargaining unit employees.
- E. **Copies and Distribution of Agreement**  
A master copy of the Agreement will be provided to each party. Management is responsible for reproducing enough copies for distribution to the management staff. Management is also responsible for explaining the Agreement to the management staff. The Union is responsible for reproducing sufficient copies for the bargaining unit employees and for distributing and explaining the Agreement to the bargaining unit employees. The Union shall inform bargaining unit employees of all amendments to the provisions of this Agreement within ten (10) calendar days of such changes.

**ARTICLE 19. COMPLETE AND ENTIRE AGREEMENT**

- A. This Agreement specifically describes the entire agreement between the County and the Union. There are no other agreements, memoranda of understanding, or any other express or implied agreements between the parties and the parties have had the opportunity to negotiate on all items. Any matters not addressed in this Agreement are subject to County and/or Department policies and retained management rights. All amendments to or

modifications of this Agreement must be by written mutual agreement and shall be of no force or effect until ratified and approved by the County Manager and the Union.

- B. The County and the Union for the duration of this Agreement each voluntarily and unqualifiedly agree to waive the right to oblige the other party to bargain with respect to wages, hours, or any other terms and conditions of employment unless mutually agreed in writing otherwise, even though the specific subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

**ARTICLE 20. TERM OF AGREEMENT**

- A. Term of Agreement

This agreement shall be effective on the first full pay period following ratification/approval by the Union membership and the County Commission and signature by the Union President and the Chairperson of the County Commission or upon settlement through the impasse procedure. This agreement shall remain in full force and effect for two (2) years. Either party may request to reopen negotiations for Article 9. Compensation, and two (2) other articles per party by submitting written notice to the other party no earlier than ninety (90) days and no later than sixty (60) days prior to the anniversary date of this Agreement. Either party may request to negotiate a successor agreement by submitting written notice to the other party no earlier than ninety (90) days and no later than sixty (60) days prior to the expiration date of this Agreement.

- B. Savings Clause

If any provisions of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State Legislation, or by any Executive Order or other competent authority, the remaining provisions of this agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.



**AGENDA ITEM:** 5

Resolution R-18-032

**MEETING DATE:** September 20, 2018

Deletion of property & proposed disposition

**STAFF SUMMARY REPORT**

---

**ACTION REQUESTED BY:** Lucia Serrano

**ACTION REQUESTED:**

Approval of Resolution R-18-032

---

**ITEM SUMMARY:**

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

Exhibit 'A' has the assets listed.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:**

Resolution R-18-032

---

**SUMMARY BY:** Lucia Serrano

**TITLE:** Juvenile Justice Continuum/ DWI Coordinator

**RESOLUTION R-18-032**

**DELETION OF PROPERTY AND PROPOSED DISPOSITION**

At a regular meeting of the Board of Chaves County Commissioners held on September 20, 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 20<sup>th</sup> Day of September.**

**BOARD OF CHAVES COUNTY  
COMMISSIONERS**

\_\_\_\_\_  
Robert Corn, Chairman

\_\_\_\_\_  
William E. Cavin, Vice-Chairman

\_\_\_\_\_  
T. Calder Ezzell Jr, Member

\_\_\_\_\_  
Jeff Bilberry, Member

\_\_\_\_\_  
James W. Duffey, Member

**ATTEST:**

\_\_\_\_\_  
Dave Kunko  
County Clerk

## ***Exhibit 'A'***

<b><u>Tag #</u></b>	<b><u>Description</u></b>	<b><u>Dept</u></b>
N/A	Assorted Heavy Equipment Filters	Flood
N/A	Assorted Filters	Flood
010557	HP Large Format Printer	Clerk
012499	2013 Police Interceptor	Sheriff
000932	Telephone	Manger
012802	Printer	Treasurers
010543	HP Printer	Treasurers
N/A	Gateway Monitor	Treasurers
012533	Office Chair	Treasurers
011908	Office Chair	Treasurers

**AGENDA ITEM:** 6 Resolution R-18-033  
**MEETING DATE:** September 20, 2018 Approval of Budget Adjustment

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Anabel Barraza, Assistant Finance Director

**ACTION REQUESTED:**  
Approval of Resolution R-18-033

---

**ITEM SUMMARY:**

The Finance Department is requesting the line items in Exhibit 'A' to be approved. These adjustments are due to an EMS Grant, Keep Chaves County Beautiful Grant, and printer lease allocations.

Staff recommends approval.

---

**SUPPORT DOCUMENTS:**

Resolution R-18-033

---

**SUMMARY BY:** Anabel Barraza

**TITLE:** Assistant Finance Director

**RESOLUTION R-18-033**

**BUDGET ADJUSTMENT REQUEST**

**WHEREAS**, at a regular meeting of the Board of Chaves County Commissioners held on September 20, 2018, the following was among the proceedings:

**WHEREAS**, the budget must be adjusted for fiscal year 2018-2019 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 18-19 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 20th day of September 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'

<u>DFA</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>Account Number</u>	<u>Description</u>	<u>Amount</u>	
411-8-828-225-000	Per Diem	1,271.00	
411-8-828-226-000	Mileage	300.00	
411-8-828-230-000	Supplies and Tools	2862.00	
411-8-828-260-000	Professional Services	650.00	
631-8-872-231-000	Non-Expendable Supplies	4,145.00	
631-8-872-230-000	Supplies and Tools	8,000.00	
631-8-872-260-000	Professional Services	6,273.00	
631-8-872-253-000	Dues and Other Fees	275.00	
631-8-872-225-000	Per Diem	2,200.00	
401-6-613-251-000	Rental	1,980.00	
401-6-624-251-000	Rental	397.00	
401-6-625-251-000	Rental	4,827.00	
401-6-631-251-000	Rental	397.00	
401-6-641-251-000	Rental	12,720.00	
401-6-645-251-000	Rental	880.00	
401-6-691-251-000	Rental	2,472.00	
401-7-721-251-000	Rental	9,044.00	
401-7-731-251-000	Rental	5,202.00	
401-7-741-251-000	Rental	2,458.00	
401-7-751-251-000	Rental	12,000.00	
402-6-651-251-000	Rental	1,036.00	
435-6-643-251-000	Rental	397.00	
427-6-638-251-000	Rental	2,131.00	
432-7-761-251-000	Rental	764.00	

**AGENDA ITEM:** 7

Resolution R-18-034 Ordering the  
Chaves County Assessor to Impose the  
2018 Certified Tax Rates

**MEETING DATE:** September 20, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Approve Resolution

---

**ITEM SUMMARY:**

The County Commission receives a Certificate of Tax Rates from DFA each year in September. The Commission is required by statute to issue a written order imposing the tax at the rate set on the net taxable value of the property. A Resolution ordering the County Assessor to impose the rates must be approved each year. It is important to point out that these tax rates are set by the Secretary of DFA and not the County.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Resolution # R-18-034

---

**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

**RESOLUTION R-18-034  
ORDERING THE CHAVES COUNTY ASSESSOR TO  
IMPOSE THE 2018 CERTIFIED TAX RATES**

WHEREAS, the Secretary of the Department of Finance and Administration (DFA) in accordance with the Property Tax Code (Article 35-38, Chapter 7, NMSA 1978) sets the 2018 property tax rates for the governmental units in Chaves County, and

WHEREAS, Section 7-38-34, NMSA 1978 requires the Board of Commissioners to issue a written order imposing the tax rate set by the Secretary of DFA, and

WHEREAS, the Secretary of DFA has provided the County with the Certificate of Tax Rates for 2018 attached hereto as Exhibit #1.

NOW THEREFORE BE IT RESOLVED by the Chaves County Board of Commissioners that 2018 property taxes imposed at the rate certified by the New Mexico Department of Finance and Administration are hereby ordered to be imposed by the Chaves County Assessor.

DONE this 20<sup>th</sup> day of September, 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



**Susana Martinez**  
GOVERNOR

**State of New Mexico**  
**Department of Finance & Administration**  
180 Bataan Memorial Building  
Santa Fe, New Mexico 87501  
Phone: (505) 827-4985  
Fax: (505) 827-4984  
www.nmdfa.state.nm.us

**Duffy Rodriguez**  
Cabinet Secretary

September 4, 2018

The Honorable Robert Corn  
Chaves County  
#1 St. Mary's Place  
Roswell, NM 88203

Order Setting Property Tax Rates - 2018 Property Tax Year

Dear Commissioner Corn,

Pursuant to NMSA 1978, Sections 7-37-7(A) and 7-38-33(A), I issue this order setting the 2018 tax rates in the attached Certificate of Property Tax Rates (Certificate) for all governmental units imposing rates in your county.

NMSA 1978, Section 7-38-34 requires the Board of County Commissioners (Board) to issue and deliver to the County Assessor its own written order imposing these rates within five days of its receipt of this rate setting order. Before the Board issues its order, the county is responsible for ensuring that the rates are correct, in accordance with 3.6.50.11 (D) NMAC. To further those efforts, please immediately share the Certificate with all governmental units (other than the State) that have rates included in the Certificate, so that they may also check the accuracy of their rates. In addition, please note that the "percentage change I" used as specified in NMSA 1978, Section 7-37-7.1 (A) for yield control calculations this year was 3.17%.

Any questions concerning or suspected errors in the rates should be immediately brought to the attention of the Local Government Division's Budget and Finance Bureau Chief, Brenda L. Suazo-Giles, at 505-827-4977; or Special Projects Analyst, Jolene Gonzales, at 505-827-4900.

Sincerely,

A handwritten signature in blue ink that reads "Duffy Rodriguez".

Duffy Rodriguez  
Secretary of Finance & Administration

cc: Property Tax Division, Taxation & Revenue Department  
County Assessor  
County Treasurer

Enclosure(s): Certificate of Property Tax Rates

CERTIFICATE OF PROPERTY TAX RATES IN MILLS  
 CHAVES COUNTY  
 TAX YEAR 2018  
 NET TAXABLE VALUE:

	\$1,268,334,256					OIL & GAS					
MUNICIPALITY:	Roswell	Roswell				Production	Equipment	Hagerman	Hagerman		
TAXABLE VALUE:	488,885,457	240,936,646	136,214,169	199,634,475		9,916,658	2,303,439	4,810,142	2,261,959	7,957,063	23,318,657
CATEGORY:	1 In R	1 In NR	1 Out R	1 Out NR		1 OUT	1 OUT	6 In R	6 In NR	6 Out R	6 Out NR
State Debt Service	1.360	1.360	1.360	1.360		1.360	1.360	1.360	1.360	1.360	1.360
<b>Total State</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>		<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>	<b>1.360</b>
County Operational	5.416	10.158	5.416	10.158		10.350	10.350	5.416	10.158	5.416	10.158
County Debt Service											
<b>Total County</b>	<b>5.416</b>	<b>10.158</b>	<b>5.416</b>	<b>10.158</b>		<b>10.350</b>	<b>10.350</b>	<b>5.416</b>	<b>10.158</b>	<b>5.416</b>	<b>10.158</b>
Municipal Operational	6.775	7.650	0.000	0.000		0.000	0.000	1.723	2.225	0.000	0.000
Municipal Debt Service	0.554	0.554									
<b>Total Municipal</b>	<b>7.329</b>	<b>8.204</b>	<b>0.000</b>	<b>0.000</b>		<b>0.000</b>	<b>0.000</b>	<b>1.723</b>	<b>2.225</b>	<b>0.000</b>	<b>0.000</b>
School District Operational	0.266	0.500	0.266	0.500		0.500	0.500	0.303	0.500	0.303	0.500
School District Debt Service	5.639	5.639	5.639	5.639		5.639	5.639	5.157	5.157	5.157	5.157
School Dist. Cap. Improvement	1.942	2.000	1.942	2.000		2.000	2.000	1.861	2.000	1.861	2.000
H.B. 33 School Building	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000
School District Ed. Tech. Debt Svc	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000
<b>Total School District</b>	<b>7.847</b>	<b>8.139</b>	<b>7.847</b>	<b>8.139</b>		<b>8.139</b>	<b>8.139</b>	<b>7.321</b>	<b>7.657</b>	<b>7.321</b>	<b>7.657</b>
<b>Total State, County, Municipal, &amp; School District</b>	<b>21.952</b>	<b>27.861</b>	<b>14.623</b>	<b>19.657</b>		<b>19.849</b>	<b>19.849</b>	<b>15.820</b>	<b>21.400</b>	<b>14.097</b>	<b>19.175</b>
Other:											
ENMU Roswell (1)	0.882	1.000	0.882	1.000		1.000	1.000	0.882	1.000	0.882	1.000
ENMU Roswell Debt Service	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0.000	0.000
N.M. Junior College Operating (6)			1.000	1.000						1.000	1.000
Chaves SWConservancy District											
<b>Total Other</b>	<b>0.882</b>	<b>1.000</b>	<b>1.882</b>	<b>2.000</b>		<b>1.000</b>	<b>1.000</b>	<b>0.882</b>	<b>1.000</b>	<b>1.882</b>	<b>2.000</b>
<b>GRAND TOTAL</b>	<b>22.834</b>	<b>28.861</b>	<b>16.505</b>	<b>21.657</b>		<b>20.849</b>	<b>20.849</b>	<b>16.702</b>	<b>22.400</b>	<b>15.979</b>	<b>21.175</b>
<b>Where Applicable:</b>		<b>Upper Hondo SWCD</b>	<b>Penasco SWCD</b>	<b>Hagerman/DexterSWCD</b>				1.000		(1) To ENMU Roswell Campus	
Cattle Indemnity	10.000	Res: 0.500	Res: 1.000	<b>Pecos Valley Art Cons.</b>				4.000		(3) To Artesia Board of Education	
Sheep/Goats/Swine/Alpaca	10.000	Non Res: 0.500	Non Res: 1.000	<b>Cottonwood Walnut</b>				2.729		(4) To Elida Board of Education	
Dairy Cattle	5.000			<b>Chaves Flood</b>				1.500		(5) To Tatum Board of Education	
Bison/Camelids/Ratite	10.000	Res: 0.500								(6) To NM Junior Col. Bus. Office	
Horses/Asses/Mules	7.833	Non Res: 0.500									

CERTIFICATE OF PROPERTY TAX RATES IN MILLS  
 CHAVES COUNTY  
 TAX YEAR 2018  
 NET TAXABLE VALUE:

	\$1,268,334,256	OIL & GAS		Dexter				OIL & GAS		Lake Arthur		
MUNICIPALITY:	Production	Equipment	Dexter	Dexter				Production	Equipment	Lake Arthur	Lake Arthur	
TAXABLE VALUE:	955,338	214,182	8,472,427	2,949,183	18,842,434	49,693,498		3,667,610	801,609	1,538,024	902,244	2,134,106
CATEGORY:	6 OUT	6 OUT	8 In R	8 In NR	8 Out R	8 Out NR		8 OUT	8 OUT	20 In R	20 In NR	20 Out R
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360		1.360	1.360	1.360	1.360	1.360
<b>Total State</b>	1.360	1.360	1.360	1.360	1.360	1.360		1.360	1.360	1.360	1.360	1.360
County Operational	10.350	10.350	5.416	10.158	5.416	10.158		10.350	10.350	5.416	10.158	5.416
County Debt Service												
<b>Total County</b>	10.350	10.350	5.416	10.158	5.416	10.158		10.350	10.350	5.416	10.158	5.416
Municipal Operational	0.000	0.000	1.137	2.225	0.000	0.000		0.000	0.000	2.068	1.835	0.000
Municipal Debt Service												
<b>Total Municipal</b>	0.000	0.000	1.137	2.225	0.000	0.000		0.000	0.000	2.068	1.835	0.000
School District Operational	0.500	0.500	0.204	0.466	0.204	0.466		0.500	0.500	0.328	0.500	0.328
School District Debt Service	5.157	5.157	8.883	8.883	8.883	8.883		8.883	8.883	9.357	9.357	9.357
School Dist. Cap. Improvement	2.000	2.000	2.000	2.000	2.000	2.000		2.000	2.000	2.000	2.000	2.000
H.B. 33 School Building	0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0.000
School District Ed. Tech. Debt Svc	0.000	0.000	1.149	1.149	1.149	1.149		1.149	1.149	0.000	0.000	0.000
<b>Total School District</b>	7.657	7.657	12.236	12.498	12.236	12.498		12.532	12.532	11.685	11.857	11.685
<b>Total State, County, Municipal, &amp; School District</b>	19.367	19.367	20.149	26.241	19.012	24.016		24.242	24.242	20.529	25.210	18.461
Other:												
ENMU Roswell (1)	1.000	1.000	0.882	1.000	0.882	1.000		1.000	1.000	0.882	1.000	0.882
ENMU Roswell Debt Service	0.000	0.000	0.000	0.000	0.000	0.000		0.000	0.000	0.000	0.000	0.000
N.M. Junior College Operating (6)												
Chaves SWConserancy District					1.000	1.000						
<b>Total Other</b>	1.000	1.000	0.882	1.000	1.882	2.000		1.000	1.000	0.882	1.000	0.882
<b>GRAND TOTAL</b>	20.367	20.367	21.031	27.241	20.894	26.016		25.242	25.242	21.411	26.210	19.343

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	10.000
Horses/Asses/Mules	7.833

CERTIFICATE OF PROPERTY TAX RATES IN MILLS  
 CHAVES COUNTY  
 TAX YEAR 2018  
 NET TAXABLE VALUE:

	\$1,268,334,256	OIL & GAS Production	Equipment			OIL & GAS Production	Equipment			OIL & GAS Production
MUNICIPALITY:	TAXABLE VALUE: 21,197,588	18,296,996	4,702,183	2,230,348	8,786,472	0	0	636,658	5,549,295	103,827
CATEGORY:	20 Out NR	20 OUT	20 OUT	14 R	14 NR	14 OUT	14 OUT	27/28 R	27/28 NR	28 OUT
State Debt Service	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
<b>Total State</b>	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360	1.360
County Operational	10.158	10.350	10.350	5.416	10.158	10.350	10.350	5.416	10.158	10.350
County Debt Service										
<b>Total County</b>	10.158	10.350	10.350	5.416	10.158	10.350	10.350	5.416	10.158	10.350
Municipal Operational	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
Municipal Debt Service										
<b>Total Municipal</b>	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
School District Operational	0.500	0.500	0.500	0.370 (3)	0.500 (3)	0.500 (3)	0.500 (3)	0.376 (4)	0.430 (4)	0.500
School District Debt Service	9.357	9.357	9.357	0.000 (3)	0.000 (3)	0.000 (3)	0.000 (3)	0.000 (4)	0.000 (4)	0.000
School Dist. Cap. Improvement	2.000	2.000	2.000	2.000 (3)	2.000 (3)	2.000 (3)	2.000 (3)	1.785 (4)	1.963 (4)	2.000
H.B. 33 School Building	0.000	0.000	0.000	4.949 (3)	5.000 (3)	5.000 (3)	5.000 (3)	0.000 (4)	0.000 (4)	0.000
School District Ed. Tech. Debt Svc	0.000	0.000	0.000	0.000 (3)	0.000 (3)	0.000 (3)	0.000 (3)	0.000 (4)	0.000 (4)	0.000
<b>Total School District</b>	11.857	11.857	11.857	7.319	7.500	7.500	7.500	2.161	2.393	2.500
<b>Total State, County, Municipal, &amp; School District</b>	23.375	23.567	23.567	14.095	19.018	19.210	19.210	8.937	13.911	14.210
Other:										
ENMU Roswell (1)	1.000	1.000	1.000							
ENMU Roswell Debt Service	0.000	0.000	0.000							
N.M. Junior College Operating (6)										
Chaves SWConserancy District										
<b>Total Other</b>	1.000	1.000	1.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
<b>GRAND TOTAL</b>	24.375	24.567	24.567	14.095	19.018	19.210	19.210	8.937	13.911	14.210

Where Applicable:

Cattle Indemnity	10.000
Sheep/Goats/Swine/Alpaca	10.000
Dairy Cattle	5.000
Bison/Camelids/Ratite	10.000
Horses/Asses/Mules	7.833

CERTIFICATE OF PROPERTY TAX RATES IN MILLS  
 CHAVES COUNTY  
 TAX YEAR 2018  
 NET TAXABLE VALUE:

		Equipment		
	<b>\$1,268,334,256</b>			
	<b>MUNICIPALITY:</b>	<b>Equipment</b>		
	<b>TAXABLE VALUE:</b>	21,481	40,370	359,719
	<b>CATEGORY:</b>	28 OUT	1L R	1L NR
State Debt Service		1.360	1.360	1.360
<b>Total State</b>		<b>1.360</b>	<b>1.360</b>	<b>1.360</b>
County Operational		10.350	5.416	10.158
County Debt Service				
<b>Total County</b>		<b>10.350</b>	<b>5.416</b>	<b>10.158</b>
Municipal Operational		0.000	0.000	0.000
Municipal Debt Service				
<b>Total Municipal</b>		<b>0.000</b>	<b>0.000</b>	<b>0.000</b>
School District Operational	(4)	0.500 (4)	0.238 (5)	0.500 (5)
School District Debt Service	(4)	0.000 (4)	4.724 (5)	4.724 (5)
School Dist. Cap. Improvement	(4)	2.000 (4)	1.878 (5)	2.000 (5)
H.B. 33 School Building	(4)	0.000 (4)	0.000 (5)	0.000 (5)
School District Ed. Tech. Debt Svc	(4)	0.000 (4)	0.000 (5)	0.000 (5)
<b>Total School District</b>		<b>2.500</b>	<b>6.840</b>	<b>7.224</b>
<b>Total State, County, Municipal, &amp; School District</b>		<b>14.210</b>	<b>13.616</b>	<b>18.742</b>
Other:				
ENMU Roswell (1)				
ENMU Roswell Debt Service				
N.M. Junior College Operating (6)			3.588	5.000
Chaves SWConservancy District				
<b>Total Other</b>		<b>0.000</b>	<b>3.588</b>	<b>5.000</b>
<b>GRAND TOTAL</b>		<b>14.210</b>	<b>17.204</b>	<b>23.742</b>
<b>Where Applicable:</b>				
Cattle Indemnity	10.000			
Sheep/Goats/Swine/Alpaca	10.000			
Dairy Cattle	5.000			
Bison/Camelids/Ratite	10.000			
Horses/Asses/Mules	7.833			

Item # 8

RFP-18-3 – Janitorial Services

Meeting Date: 08/20/2018

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**STAFF SUMMARY**

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**REQUESTED BY:** Sandra Rodriguez, CPO  
Purchasing Director

**ACTION REQUIRED:** Award RFP-18-3

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**SUMMARY:**

Following is a list of offerors who submitted proposals under RFP-18-3 for Janitorial Services and final evaluation committee rankings:

<b>OFFEROR</b>	<b>FINAL SCORE</b> (OUT OF 100 POSSIBLE POINTS)
SMI Facility Services – Albuquerque, NM	77.4
Quality Janitorial – Hagerman, NM	76.4
Superior Cleaning – Roswell, NM	72.2
Kleen -Tech Services Corporation – Denver, CO	57.4

Staff recommends award be made to the highest-ranking offeror, SMI Facility Services. If awarded, a contract will be negotiated and brought back before the Commission for approval at the next meeting.

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**SUPPORT DOCUMENTS:** RFP Summary

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**Submitted by:** Sandra Rodriguez, CPO  
**Title:** Purchasing Director

# RFP SUMMARY

**RFP #:** RFP-18-3

**COMMODITY:** Janitorial Services

**USER DEPARTMENT(S):** Maintenance Department

**SPECIFICATIONS BY:** Sandra Rodriguez, Purchasing Director

**ADVERTISED:** July 30, 2018 in the Roswell Daily Record and posted online.

**ADDENDA ISSUED:** None.

**OPEN DATE:** August 23, 2018

**SPECIFIC DESCRIPTION:** This is a routine solicitation for Janitorial Services. Services are performed at the Chaves County Administration Center, Health Department, Road Department, CCDC and Food Control. Evaluation is based on criteria such as capability to and approach to performing the work, past references and experience, as well as cost. If awarded, this would be an annually renewable contract for a term not to exceed four years.

## RFP-18-3 - Janitorial Services Scoring Summary

### Active Submissions

Supplier	Total / 100 pts	Technical Competence / 20 pts	Capacity and Capability / 35 pts	Past Record of Performance / 25 pts	Cost / 20 pts
SMI Facility Services	77.4 pts	16.2 pts	26.8 pts	18.8 pts	15.6 pts
Quality Janitorial	76.4 pts	16.4 pts	28.4 pts	20.6 pts	11 pts
Superior Cleaning	72.2 pts	13.6 pts	26.4 pts	16.8 pts	15.4 pts
Kleen-Tech Services Corporation	57.4 pts	12.8 pts	17.4 pts	13.8 pts	13.4 pts

**AGENDA ITEM:** 9

Permission to Publish for a Public  
Hearing Regarding Ordinance No. O-  
008 An Ordinance of Chaves County  
Relating to the Personnel Policy

**MEETING DATE:** September 20, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Permission to Publish

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**ITEM SUMMARY:**

Staff is requesting permission to publish for a public hearing regarding Revision #22 to Ordinance #O-008 to be held on Thursday, October 18, 2018 at 9:00 a.m. in the Chaves County Commission Chambers during the Commission's regular meeting. If approved, this notification will be published in the Roswell Daily Record.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Revision #22 to Ordinance O-008

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager

**SECTION III  
RECRUITMENT AND SELECTION.**

- 3.1 PURPOSE. It is the policy of Chaves County to select and recruit the best suited persons for all full-time regular positions in an open and competitive manner, to insure no discrimination, and to insure equal employment opportunity for all applicants and employees. This section applies only to regular employees, except as specifically stated for temporary employees.
- 3.2 RECRUITMENT OF APPLICANTS. The Elected Official or Department Head shall issue job announcements through such media deemed appropriate to insure open and competitive recruitment of individuals outside of County service, with sufficient time to insure reasonable opportunity for persons to apply. All publications for job announcements shall include reference to Chaves County as an Equal Opportunity Employer, such as EOE.
- 3.3 PUBLIC JOB ANNOUNCEMENTS EXCEPTION. Vacant positions may be filled by regular or probationary County employees by use of an in-house job announcement provided the employee is qualified for the position. Vacant positions may be filled without public announcement by temporary employees on a temporary basis for a period not to exceed six (6) months. Additionally, public advertisement for positions of the same title is required only one time during each six-month period.
- 3.4 BEST SUITED APPLICANT DETERMINATION. The best suited applicant is determined by the Elected Official or Department Head based on minimum qualifications of education, experience, abilities, skills and past work experience as specified in written position specifications for each position. Personal interviews shall be conducted with at least three (3) qualified applicants, or if less than three applications are received, all applicants shall be interviewed.
- 3.5 SELECTION. The Elected Official, Department Head or designated representative shall review all applications for positions in their departments. Final selection shall be made by the Elected Official or the County Manager based on the best suited applicant for the position. All background checks shall be reviewed by the Human Resources Director or their designee.
- 3.6 PRE-SELECTION PROHIBITED. Publicly posted and advertised positions shall not be promised to a person prior to recruitment and selection.
- 3.7 INELIGIBILITY FOR HIRE AND REHIRE. Applicants shall be considered ineligible for hire or rehire by Chaves County if the applicant has:
- a. knowingly made any false statement or omission on the employment application;
  - b. not met the requirements of the position;

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- c. been dismissed from County service as a disciplinary measure;
- d. been convicted of driving while under the influence of alcohol or drugs in the three years prior to the date of the application, if a valid New Mexico driver's license is required for the position;
- e. failed background check.

The above list is not necessarily exhaustive and may not include all of the reasons which would make an applicant ineligible for hire or rehire.

- 3.8 TESTING. The County may require an applicant to submit to testing for certain bona fide occupational qualifications to determine employment eligibility.

**SECTION XI  
ORGANIZATION, MANPOWER, PAY AND POSITION CLASSIFICATION SYSTEM**

11.1 PURPOSE. This Section outlines the provisions for organization, manpower and the County’s system of comparing and classifying positions according to their relative equivalence for the purpose of establishing fair and equitable promotion and pay compensation for employees. However, all wages and salaries are approved by the County Commission. Wage and salary increases, when authorized, shall be dependent upon the financial condition of the County.

11.2 APPLICABILITY. The provisions of this section shall apply to all employees except for the following: Elected Officials, Chief Deputies, and Appointed Employees.

11.3 PAY COMPENSATION SYSTEM OVERVIEW.

A. The pay compensation system includes provisions for:

- a. entry level wages;
- b. transfers;
- c. demotions;
- d. cost of living wage increases;
- e. promotion wage increases;
- f. step increases;
- g. performance awards.

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B. The pay system includes the following charts:

- a. ~~Organizational Structure and Manpower Allocation (Chart A)(Chart A)~~
- b. ~~Position Classifications (Charts B)(Chart B-Series)~~
- c. ~~Wage Schedules (Chart C-Series)~~

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11.4 ORGANIZATION, MANPOWER AND PAY SYSTEM CHARTS:

- a. Organizational Structure and Manpower Allocation Chart. This chart is the organizational structure of positions within the County and includes all regular positions. This chart also outlines the allocated number of authorized positions to be filled each fiscal year.
- b. Position Classification Charts. These charts classify each County position within specific wage levels based on the overall qualifications of the position. Each level on these charts include only the positions which are established as having relatively equivalent overall qualifications as defined in the position specifications for each position.

- c. Wage Schedules. The Wage Schedules outline the regular wages for each level of positions on the Position Classification Charts.
- d. The County Commission may, at its discretion, amend any of the Personnel Charts and Position Specifications by resolution.

11.5 ENTRY LEVEL WAGES. All new employees are normally hired at the Entry level position, Step 1 of the Wage Schedule for the level of position which has been vacated or otherwise approved for hire by the County Commission.

At the discretion of the County Manager or Elected Official, a vacant position may be filled as follows:

- a. General Wage Schedule: Chart C

LEVELS A-H (may not offer wage greater than Step 7)

- Step 1 - Entry
- Step 2 - one to two years' experience
- Step 3 - Up to three years' experience
- Step 4 - Up to four years' experience
- Steps 5 through 7 – Five or more years' experience

LEVELS I-L

May offer wage at any step on the level, subject to verification of comparable market comparisons, years of experience and approval by the County Manager or Elected Official.

- b. Wage Schedules: Charts D, E and G

May not offer wage greater than Step 7.

- Step 1 - Entry
- Step 2 - one to two years' experience
- Step 3 - Up to three years' experience
- Step 4 - Up to four years' experience
- Steps 5 through 7 – Five or more years' experience

- bc. Wage Schedules: Charts ~~D, E and F~~ and H

May offer wage at any step on the level, subject to verification of comparable market comparisons, years of experience and approval by the County Manager or Elected Official.

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**AGENDA ITEM:** 10

New Mexico Association of Counties  
2019 Legislative Priorities

**MEETING DATE:** September 20, 2018

**STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Approve Priorities

---

**ITEM SUMMARY:**

The New Mexico Counties ("NMC") has requested that all counties approve the NMC's 2018 Legislative Priorities.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** NMC's 2019 Legislative Priorities

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**SUMMARY BY:** Stanton L. Riggs

**TITLE:** County Manager



# 2019 Legislative Priorities

FOR THE 54th LEGISLATIVE SESSION

On August 2, 2018, the New Mexico Counties (NMC) Board of Directors approved five legislative priorities for consideration by the New Mexico Legislature at its 2019 legislative session. NMC requests that each Board of County Commission support the following five NMC 2019 legislative priorities as a demonstration of a strong united front in the state legislature.

## HB 2 Appropriations

### Detention Reimbursement Fund

Restore funding for the County Detention Facilities Reimbursement Act to the original appropriation level of \$5 million.

### Prisoner Transport and Extradition

Create a line item in the DFA budget for \$750,000 to reimburse sheriff's offices that provide transportation of state prisoners. Statute 4-44-18C NMSA authorizes the state to make such payment. Counties should not be responsible to pay for state prisoner extradition.

### EMS Funding

Appropriate \$5 million dollars annually to the Emergency Medical Services Fund in the Department of Health budget and identify a designated revenue mechanism to provide continuous fund growth and stability.

## Behavioral Health

Require the New Mexico Human Services Department to ensure the provision of comprehensive services to nonviolent adult and juvenile offenders, housed with the department of corrections or in a county detention center, who have a serious mental illness including co-occurring substance use disorders. Services shall include targeted, individualized interventions that address those persons' behavioral health needs while they are incarcerated and connect them to resources and services immediately upon release that reduce the likelihood of recidivism, detention, and incarceration, such as supportive housing, public assistance, medical assistance, behavioral health treatment, and employment training.

## Tax Reform

NMC supports tax reform efforts that improve economic efficiency, economic development, ease of administration, and overall fairness of the state and local tax system. NMC strongly believes that counties must participate in all efforts to restructure and reform the state and local tax system. NMC also opposes legislation that has a significant negative impact on county revenue.

## Fire Protection Fund

Remove the State Fire Marshal's Office and Fire Protection Fund from the New Mexico Public Regulation Commission with the goal of improving public safety services through increased advocacy and communication with fire services statewide.

## Forfeiture Act Reform

Address unintended consequences of the 2015 amendments to the New Mexico Forfeiture Act by fixing the confusion around abandoned property, providing for reimbursement to local law enforcement agencies for the costs of storage and disposal of seized property, and extending due process protections to local DWI vehicle seizures. This legislation will not include the limited equitable sharing provisions contained in the 2017 and 2018 bills.

Chaves County  
County

County Commission Chair

Date

**AGENDA ITEM:** 11

Approve Job Specification for  
Administrative Services Manager

**MEETING DATE:** September 20, 2018

### **STAFF SUMMARY REPORT**

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**ACTION REQUESTED BY:** Stanton L. Riggs, County Manager

**ACTION REQUESTED:** Approve Job Specification

---

**ITEM SUMMARY:**

Due to the increased demands relating to the Prison Rape Elimination Act or "PREA" requirements, the position of Administrative Services Manager has been created. This position will coordinate and oversee all PREA investigations as well as maintain all accreditation files and handle other various other administrative duties at the Detention Center. This position replaces the current open Detention Case Manager position and remains at Level J on Chart C. This will not add any additional employees.

Staff recommends approval.

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**SUPPORT DOCUMENTS:** Administrative Services Manager Job Specification

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**SUMMARY BY:** Susan Goldstrom

**TITLE:** Human Resources Director

## CHAVES COUNTY POSITION SPECIFICATION SUMMARY

**POSITION TITLE:** Administrative Services Manager  
**DIVISION:** Detention  
**DEPARTMENT:** Detention Administration  
**REPORTS TO:** Detention Administrator  
**FLSA STATUS:** Non-Exempt



Approved: \_\_\_\_\_  
*Commissioner*

Date: 9/30/2018

### POSITION SUMMARY

The Administrative Services Manager oversees the NMC Adult Detention Professional Standards Council accreditation program. This position conducts all PREA investigations at CCDC and CCJDC, including obtaining video footage and conducting detainee and staff interviews. The Administrative Services Manager also oversees all detainee programming at CCDC.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include but are not limited to:

- Maintain all accreditation files.
- Update and maintain CCDC officer post orders.
- Update and maintain inmate handbook.
- Coordinate all detainee programming, including volunteer orientation.
- Coordinate and oversee PREA Investigations. Maintain a record of all PREA incidents, allegations, and outcomes. Submit completed PREA investigation packets to PREA Coordinator.
- Facilitate and lead PREA committee meetings.
- Interactions with community agencies regarding PREA compliance.
- Track and categorize detainee grievances. Create spreadsheet for Administrator's review.
- Advise Administrator when inmate grievances rise to the level of potential litigation.
- Responding to afterhours priority incidents.
- Performing all other duties as assigned.

### SUPERVISORY CONTROLS

- This position performs under the general supervision of the Detention Administrator or designee. The employee uses own initiative and judgment to perform work in an independent and timely manner in accordance with precedents and established policies and procedures.

### QUALIFICATIONS

- **Education/Training/Experience:** High school diploma/GED and three years of experience in a correctional facility in a position which requires direct and routine contact with detainees.
- **Licenses/Certification:** Valid N.M. driver's license with a good driving record. No DWI convictions within the past three (3) years.
- **Desirable Qualifications:** Three or more years' experience in either a correctional environment or with a program that works with the offender population. Experience with data collection and analysis. Bi-lingual a plus. Experience in sexual assault training.
- **Other.** Post offer Drug Analysis Test and/or pre-employment physical. Driver's license, Employment and criminal Background Investigation.

### OTHER REQUIREMENTS

Ability to read, write, and understand written and oral instructions in English; must have working knowledge of computers and Microsoft Office; interact with occupants of the County buildings in a professional and friendly manner. Work independently using good judgment and decision-making skills; work well with ever changing priorities and/or situations.

Employee must know and understand County Personnel Policy as well as all County and departmental policies pertinent to the position. This position may require some out of town travel for training. Must be able to maintain an acceptable attendance record, be punctual and meet established deadlines.

Must have ability to deal with situations requiring tact and understanding and exercise good judgment when needed. Must remain alert always and be able to react quickly in an emergency. Must have ability to interact with detainees, supervisors, and staff members in a friendly manner. Must have the ability to work with a diverse population. Must be able to write intelligibly and complete reports. Must be able to communicate effectively, both verbally and in writing, including using computers and electronic equipment. Must be able to work with minimum supervision and be self-motivated. Must have working knowledge of CYFD regulations and procedures regarding juveniles. Must have working knowledge of Federal PREA standards applicable to both adult and juvenile facilities, as well as NMC ADPSC accreditation standards.

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

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

Must be able to stand and walk up to two (2) hours at once. Must be able to sit for up to eight (8) hours at one time. Must be able to climb and descend stairs. Must be able to crouch and kneel for up to five (5) minutes at one time and one-half hour total per day. Must be able to bend at the waist for up to five (5) minutes at one time, and one-half hour total per day. Must be able to work with arms extended or bent for up to eight (8) hours at one time.

**Work environment:** Work performed primarily in indoor environment. Exposure to weather, dust, fumes, electrical currents, machine noises, and hazards of detention. Occasionally exposed to high work places and confined places, volatile materials, toxic materials. Worker will be exposed to poor ventilation due to enclosed conditions. Will be exposed to unpleasant odors resulting from poor personal hygiene of inmates. Worker performs duties alone and as part of a team. Worker hazards include being constantly subject to injury, death, or hostage situation; exposed at times to infectious diseases carried by inmates; constant high level of mental and emotional stress. Worker will be assigned to an eight (8) hour shift but will occasionally be required to work overtime.

#### **EMPLOYEE ACKNOWLEDGEMENT**

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

Accepted by: \_\_\_\_\_  
*Employee*

\_\_\_\_\_  
*Date*

#### ***“Equal Employment Opportunity Employer”***

***We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, gender identity, or any other legally protected class.***

Item # 12

Lease (with option to buy) for (2) 770G  
motor graders

Meeting Date: 09/20/2018

## STAFF SUMMARY

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**REQUESTED BY:** Sandra Rodriguez, Purchasing Director

**ACTION REQUIRED:** Approval

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### SUMMARY:

Chaves County Road Department will be replacing two motor graders in November 2018.

Contract will be with CES, through 4 Rivers Equipment  
Approximate monthly lease payments will be \$3,600.00

Staff recommends approval.

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**SUPPORT DOCUMENTS:** None

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**Submitted by:** Sandra Rodriguez

**Title:** Purchasing Director

Approval of Checks

Approval of Checks

Commission Meeting 20-Sep-18

**STAFF SUMMARY REPORT**

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

**ACTION REQUESTED:**  
Approval of Checks

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**ITEM SUMMARY:**

A/P:	03-Aug-18	\$279,091.54
	03-Aug-18	\$159.10
	06-Aug-18	\$500.00
	10-Aug-18	\$778,126.68
	13-Aug-18	\$500.00
	16-Aug-18	\$128,224.88
	20-Aug-18	\$500.00
	24-Aug-18	\$263,549.41
	27-Aug-18	\$732.27
	31-Aug-18	\$92,626.10
PAYROLL:	12-Aug-18 REGULAR	\$285,451.59
	FINALS	\$1,415.04
	26-Aug-18 REGULAR	\$290,206.76
	FINALS	\$645.57
	FIREFIGHTERS	\$96.00

Grand Total Checks to be Approved: \$2,121,824.94

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**SUPPORT DOCUMENTS:**

Copies of Bills Lists

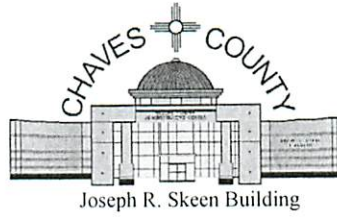
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**SUMMARY BY:** Cindy Mealand

**TITLE:** A/P Officer

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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



**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

Finance Director  
Joe Sedillo

County Manager  
Stanton L. Riggs

**Final Payment Register**

Date: 8-3-18  
Packet# 00722

Date: 8-13-18  
Packet# 500.00

Date: 8-27-18  
Packet# 00749

Date: 8-3-18  
Packet# 00724

Date: 8-16-18  
Packet# 00739

Date: 8-31-18  
Packet# 00755

Date: 8-6-18  
Packet# 00726

Date: 8-20-18  
Packet# 00743

Date: \_\_\_\_\_  
Packet# \_\_\_\_\_

Date: 8-10-18  
Packet# 00730

Date: 8-24-18  
Packet# 00747

Date: \_\_\_\_\_  
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



# Expense Approval Register

Packet: APPKT00722 - CHECK RUN/08/03/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ACCURATE</b> ACCURATE	551	08/01/2018	PROFESSIONAL SERVICES	401-6-613-246-000	1,099.90
<b>Vendor ACCURATE Total:</b>					<b>1,099.90</b>
<b>Vendor: AMERICAN STEWARDS OF LIBERTY</b> AMERICAN STEWARDS OF LI	852	08/01/2018	ASL MANAGEMENT FEE	401-6-619-260-000	1,500.00
AMERICAN STEWARDS OF LI	856	08/01/2018	ASL MANAGEMENT FEE	401-6-619-260-000	1,500.00
<b>Vendor AMERICAN STEWARDS OF LIBERTY Total:</b>					<b>3,000.00</b>
<b>Vendor: ASPEN OF NEW MEXICO INC</b> ASPEN OF NEW MEXICO INC	1-ASPEN	08/01/2018	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	1,500.00
<b>Vendor ASPEN OF NEW MEXICO INC Total:</b>					<b>1,500.00</b>
<b>Vendor: BAMBI NALLEY</b> BAMBI NALLEY	INV0002097	08/02/2018	SEELY DM-2013-443	401-2-200-018-000	115.38
<b>Vendor BAMBI NALLEY Total:</b>					<b>115.38</b>
<b>Vendor: BELL GAS INC.</b> BELL GAS INC.	14656	08/01/2018	ACCT.#10693	402-6-653-223-000	19,896.16
<b>Vendor BELL GAS INC. Total:</b>					<b>19,896.16</b>
<b>Vendor: BENCHMARK BUSINESS SOLUTIONS</b> BENCHMARK BUSINESS SOL	23078144	08/01/2018	ACCT.#003-1344694-000	670-6-671-375-000	163.68
<b>Vendor BENCHMARK BUSINESS SOLUTIONS Total:</b>					<b>163.68</b>
<b>Vendor: CARR AUTOMOTIVE</b> CARR AUTOMOTIVE	62715	08/01/2018	LABOR & MATERIAL	402-6-653-221-000	131.64
<b>Vendor CARR AUTOMOTIVE Total:</b>					<b>131.64</b>
<b>Vendor: CARRIE HARDY</b> CARRIE HARDY	INV0002094	08/02/2018	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CHALMERS FORD INC</b> CHALMERS FORD INC	622293	08/01/2018	VIN#1FDZX2CM0JKA81659/	631-8-884-372-000	79,392.00
<b>Vendor CHALMERS FORD INC Total:</b>					<b>79,392.00</b>
<b>Vendor: CHAVES COUNTY C.A.S.A.</b> CHAVES COUNTY C.A.S.A.	1 CASA-DV	08/01/2018	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,333.33
<b>Vendor CHAVES COUNTY C.A.S.A. Total:</b>					<b>2,333.33</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b> COOPERATIVE EDUCATIONAL	24-078171	08/01/2018	ACCT.#CHAVESCOUNTY	402-6-653-104-000	425.08
COOPERATIVE EDUCATIONAL	24-078173	08/01/2018	ACCT.#CHAVESCOUNTY	402-6-653-104-000	566.77
COOPERATIVE EDUCATIONAL	24-078354	08/01/2018	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,133.54
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>2,125.39</b>
<b>Vendor: DEERE CREDIT INC</b> DEERE CREDIT INC	2028835	08/01/2018	ACCT.#030-0065559-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2028836	08/01/2018	ACCT.#030-0065560-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2028837	08/01/2018	ACCT.#030-0065561-000	402-6-653-251-000	3,309.22
DEERE CREDIT INC	2028838	08/01/2018	ACCT.#030-0065562-000	402-6-653-251-000	3,309.24
<b>Vendor DEERE CREDIT INC Total:</b>					<b>13,236.90</b>
<b>Vendor: DIANNE MEDA</b> DIANNE MEDA	1 SCREEN -1	08/02/2018	DWI DISTRIBUTIN FUND/FY 1	432-7-766-267-000	2,250.00
DIANNE MEDA	1 SCREEN	08/02/2018	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	750.00
<b>Vendor DIANNE MEDA Total:</b>					<b>3,000.00</b>
<b>Vendor: ERGON ASPHALT EMULSIONS INC</b> ERGON ASPHALT EMULSION	9401882126	08/01/2018	ACCTG.#926628	402-6-653-290-000	17.50
ERGON ASPHALT EMULSION	9401883521	08/01/2018	ACCT.#926628	402-6-653-290-000	9,120.26
ERGON ASPHALT EMULSION	9401884411	08/01/2018	ACCT.#926628	402-6-653-290-000	9,211.46

Expense Approval Register

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ERGON ASPHALT EMULSION	9401884412	08/01/2018	ACCT.#926628	402-6-653-290-000	8,967.03
ERGON ASPHALT EMULSION	9401884741	08/01/2018	ACCT.#926628	402-6-653-290-000	9,032.68
ERGON ASPHALT EMULSION	9401885451	08/01/2018	ACCT.#926628	402-6-653-290-000	1,340.56
ERGON ASPHALT EMULSION	9401885452	08/01/2018	ACCT.#926628	402-6-653-290-000	8,923.26
ERGON ASPHALT EMULSION	9401887795	08/01/2018	ACCT.#926628	402-6-653-290-000	8,580.33
ERGON ASPHALT EMULSION	9401888495	08/01/2018	ACCT.#926628	402-6-653-290-000	2,415.05
ERGON ASPHALT EMULSION	9401889615	08/01/2018	ACCT.#926628	402-6-653-290-000	2,054.64
ERGON ASPHALT EMULSION	9401889616	08/01/2018	ACCT.#926628	402-6-653-290-000	2,718.20
ERGON ASPHALT EMULSION	9401890681	08/01/2018	ACCT.#926628	402-6-653-290-000	8,766.39
ERGON ASPHALT EMULSION	9401890683	08/01/2018	ACCT.#926628	402-6-653-290-000	8,722.61
<b>Vendor ERGON ASPHALT EMULSIONS INC Total:</b>					<b>79,869.97</b>

Vendor: FRANK G. MAGOURILOS

FRANK G. MAGOURILOS	1 FM	08/01/2018	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	291.66
<b>Vendor FRANK G. MAGOURILOS Total:</b>					<b>291.66</b>

Vendor: GLOBE LIFE AND ACCIDENT INS

GLOBE LIFE AND ACCIDENT I	INV0002088	08/02/2018	GLOBE LIFE PAYABLE	401-2-200-016-000	283.22
GLOBE LIFE AND ACCIDENT I	INV0002088	08/02/2018	GLOBE LIFE PAYABLE	402-2-200-016-000	413.35
<b>Vendor GLOBE LIFE AND ACCIDENT INS Total:</b>					<b>696.57</b>

Vendor: HOLCOMB LAW OFFICE

HOLCOMB LAW OFFICE	2187	08/01/2018	PROFESSIONAL SERVICES	401-6-611-260-000	2,981.93
<b>Vendor HOLCOMB LAW OFFICE Total:</b>					<b>2,981.93</b>

Vendor: JEANINE CORN BEST

JEANINE CORN BEST	INV0002096	08/02/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
<b>Vendor JEANINE CORN BEST Total:</b>					<b>154.62</b>

Vendor: KANSAS STATE BANK OF MANHATTAN

KANSAS STATE BANK OF MA	43-4	08/02/2018	ACCT.#3347498	402-6-653-251-000	1,410.42
KANSAS STATE BANK OF MA	57-2	08/02/2018	ACCT.#3345504	402-6-653-251-000	1,545.01
KANSAS STATE BANK OF MA	57-3	08/02/2018	ACCT.#3345505	402-6-653-251-000	1,545.01
<b>Vendor KANSAS STATE BANK OF MANHATTAN Total:</b>					<b>4,500.44</b>

Vendor: KIM CHESSER

KIM CHESSER	CC018610	08/02/2018	COALITION AZ/NM MEETING	401-6-611-225-000	203.40
KIM CHESSER	CC018610	08/02/2018	COALITION NM/AZ MEETING	401-6-611-226-000	553.50
<b>Vendor KIM CHESSER Total:</b>					<b>756.90</b>

Vendor: MAILROOM FINANCE INC

MAILROOM FINANCE INC	11677204	08/01/2018	ACCT.#7900011001689986	401-6-619-339-000	2,000.00
<b>Vendor MAILROOM FINANCE INC Total:</b>					<b>2,000.00</b>

Vendor: NEW MEXICO GAS COMPANY INC

NEW MEXICO GAS COMPAN	CC018615	08/01/2018	ACCT.#075706312-0781188-	412-8-815-341-000	30.95
NEW MEXICO GAS COMPAN	CC018616	08/01/2018	ACCT.#076281612-0786941-	401-6-693-341-000	21.27
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>52.22</b>

Vendor: NM RETIREE HEALTH CARE AUTHORITY

NM RETIREE HEALTH CARE A	INV0002084	07/20/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	3.86
NM RETIREE HEALTH CARE A	INV0002113	08/02/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,649.86
NM RETIREE HEALTH CARE A	INV0002113	08/02/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,770.74
NM RETIREE HEALTH CARE A	INV0002113	08/02/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	95.79
NM RETIREE HEALTH CARE A	INV0002113	08/02/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	133.51
NM RETIREE HEALTH CARE A	INV0002113	08/02/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	87.72
NM RETIREE HEALTH CARE A	INV0002113	08/02/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.60
NM RETIREE HEALTH CARE A	INV0002113	08/02/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	405.65
NM RETIREE HEALTH CARE A	INV0002114	08/02/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,389.00
NM RETIREE HEALTH CARE A	INV0002114	08/02/2018	NM Retiree HealthCare Law	431-2-200-020-000	35.89
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,623.62</b>

Vendor: NMAC CLERK'S AFFILIATE

NMAC CLERK'S AFFILIATE	18/19	08/01/2018	ANNUAL AFFILIATE DUES	401-7-721-253-000	100.00
<b>Vendor NMAC CLERK'S AFFILIATE Total:</b>					<b>100.00</b>

Expense Approval Register

Packet: APPKT00722 - CHECK RUN/08/03/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: QWEST</b>					
QWEST	CC018614	08/01/2018	ACCT.#575-622-0255-344B	401-6-692-340-000	125.99
<b>Vendor QWEST Total:</b>					<b>125.99</b>
<b>Vendor: ROBERT CORN</b>					
ROBERT CORN	CC018608	08/02/2018	NACO MEETING/07/11/18-0	401-6-611-225-000	1,556.70
ROBERT CORN	CC018609	08/02/2018	NACO MEETING/07/25/18-0	401-6-611-225-000	2,143.62
<b>Vendor ROBERT CORN Total:</b>					<b>3,700.32</b>
<b>Vendor: ROBERT K. WEIDNER</b>					
ROBERT K. WEIDNER	CC018624	08/01/2018	ANNUAL DUES	401-6-611-260-000	15,000.00
<b>Vendor ROBERT K. WEIDNER Total:</b>					<b>15,000.00</b>
<b>Vendor: ROSWELL CHAMBER OF COMMERCE</b>					
ROSWELL CHAMBER OF CO	11909	08/01/2018	ANNUAL ALLOCATION/FY 18-	401-6-672-426-000	4,791.66
<b>Vendor ROSWELL CHAMBER OF COMMERCE Total:</b>					<b>4,791.66</b>
<b>Vendor: ROSWELL W.F.L.</b>					
ROSWELL W.F.L.	1-WINGS	08/01/2018	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,500.00
<b>Vendor ROSWELL W.F.L. Total:</b>					<b>2,500.00</b>
<b>Vendor: SERENITY COUNSELING</b>					
SERENITY COUNSELING	1-SC	08/01/2018	DWI DISTRIBUTION FUND/FY	432-7-762-267-000	4,375.00
<b>Vendor SERENITY COUNSELING Total:</b>					<b>4,375.00</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC018617	08/01/2018	ACCT.#54-3943811-2	452-8-832-341-000	211.07
SOUTHWESTERN PUBLIC SER	CC018618	08/01/2018	ACCT.#54-3949442-7	401-6-645-341-000	1,279.29
SOUTHWESTERN PUBLIC SER	CC018618	08/01/2018	ACCT.#54-3949442-7	401-6-692-341-000	577.52
SOUTHWESTERN PUBLIC SER	CC018618	08/01/2018	ACCT.#54-3949442-7	401-6-692-341-000	6,537.44
SOUTHWESTERN PUBLIC SER	CC018619	08/01/2018	ACCT.#54-3943785-9	412-8-815-341-000	88.26
SOUTHWESTERN PUBLIC SER	CC018619	08/01/2018	ACCT.#54-3943782-6	412-8-815-341-000	134.56
SOUTHWESTERN PUBLIC SER	CC018620	08/01/2018	ACCT.#54-3943607-4	401-7-751-341-000	66.88
SOUTHWESTERN PUBLIC SER	CC018621	08/01/2018	ACCT.#54-0010784288-9	412-8-815-341-000	106.51
SOUTHWESTERN PUBLIC SER	CC018622	08/01/2018	ACCT.#54-8936266-1	412-8-815-341-000	31.01
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>9,032.54</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0002091	08/02/2018	C Childress/Cause# 0001110	401-2-200-018-000	65.35
STATE OF NEW MEXICO	INV0002091	08/02/2018	C Childress/Cause# 0001110	431-2-200-018-000	5.73
STATE OF NEW MEXICO	INV0002093	08/02/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0002095	08/02/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0002098	08/02/2018	J.JOHNSON 000088516	401-2-200-018-000	447.23
STATE OF NEW MEXICO	INV0002099	08/02/2018	RAMIREZ/000327532	401-2-200-018-000	199.51
STATE OF NEW MEXICO	INV0002099	08/02/2018	RAMIREZ/000327532	431-2-200-018-000	13.72
STATE OF NEW MEXICO	INV0002100	08/02/2018	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0002101	08/02/2018	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0002103	08/02/2018	000237989-SALSBERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0002104	08/02/2018	000207247-PADILLA	401-2-200-018-000	48.39
STATE OF NEW MEXICO	INV0002105	08/02/2018	000161340-PADILLA	401-2-200-018-000	48.39
STATE OF NEW MEXICO	INV0002106	08/02/2018	000112931-PADILLA	401-2-200-018-000	48.39
STATE OF NEW MEXICO	INV0002107	08/02/2018	000324111	401-2-200-018-000	168.00
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>1,809.95</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0002092	08/02/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	145.54
TEXAS CHILD SUPPORT SDU	INV0002092	08/02/2018	AG# 0012436698/Cause#CC-	431-2-200-018-000	12.77
TEXAS CHILD SUPPORT SDU	INV0002102	08/02/2018	0009646845 MATTA, RAY	402-2-200-011-000	189.98
TEXAS CHILD SUPPORT SDU	INV0002108	08/02/2018	0013646700 GODFREY, AAR	401-2-200-011-000	141.69
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>489.98</b>
<b>Vendor: THE ROSWELL REFUGE</b>					
THE ROSWELL REFUGE	1-RR	08/02/2018	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	2,666.66
<b>Vendor THE ROSWELL REFUGE Total:</b>					<b>2,666.66</b>

Expense Approval Register

Packet: APPKT00722 - CHECK RUN/08/03/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: TIMEKEEPING SYSTEMS INC</b>					
TIMEKEEPING SYSTEMS INC	355105	08/01/2018	ACCT.#CHA038	650-6-684-267-000	995.00
<b>Vendor TIMEKEEPING SYSTEMS INC Total:</b>					<b>995.00</b>
<b>Vendor: TOWN OF DEXTER</b>					
TOWN OF DEXTER	CC018623	08/01/2018	ACCT.#1085	401-6-693-341-000	75.93
<b>Vendor TOWN OF DEXTER Total:</b>					<b>75.93</b>
<b>Vendor: UNITED SALT CORP</b>					
UNITED SALT CORP	90422293	08/01/2018	ACCT.#3006600	401-6-696-230-000	1,852.20
<b>Vendor UNITED SALT CORP Total:</b>					<b>1,852.20</b>
<b>Vendor: VALERIE J. RAMIREZ</b>					
VALERIE J. RAMIREZ	INV0002115	08/02/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
<b>Vendor VALERIE J. RAMIREZ Total:</b>					<b>92.31</b>
<b>Vendor: WILL CAVIN</b>					
WILL CAVIN	CC018611	08/02/2018	NACO MEETING/07/11/18-0	401-6-611-225-000	1,961.68
WILL CAVIN	CC018612	08/02/2018	NACO MEETING/07/25/18-0	401-6-611-225-000	273.96
WILL CAVIN	CC018613	08/02/2018	RESOURCE MGE PLAN/07/31	401-6-611-226-000	76.05
<b>Vendor WILL CAVIN Total:</b>					<b>2,311.69</b>
<b>Grand Total:</b>					<b>279,091.54</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	58,001.82
402 - ROAD FUND	122,273.03
412 - SIERRA VOLUNTEER FIRE FND	391.29
427 - INDIGENT HOSPITAL CLAIMS	95.79
431 - PUBLIC SAFETY GRANT	68.11
432 - DWI GRANT FUNDS	16,800.16
435 - CORRECTION GRANTS	87.72
437 - ENVIRONMENTAL TAX	51.60
452 - FLOOD CONTROL	771.34
631 - OTHER GRANTS & CONTRACTS	79,392.00
650 - DETENTION CONSTRUCTION PJ	995.00
670 - INTERNAL SERVICES	163.68
<b>Grand Total:</b>	<b>279,091.54</b>

## Account Summary

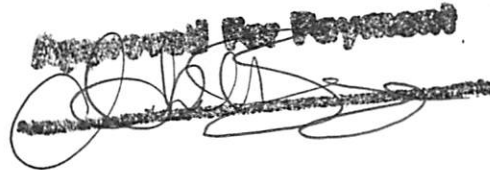
Account Number	Account Name	Expense Amount
401-2-200-011-000	MISCELLANEOUS PAYABL	141.69
401-2-200-016-000	GLOBE LIFE PAYABLE	283.22
401-2-200-018-000	CHILD ENFORCEMENT P	2,255.27
401-2-200-020-000	RETIREE H/C PAYABLE	9,042.72
401-6-611-225-000	PER DIEM EXPENSE	6,139.36
401-6-611-226-000	MILEAGE REIMBURSEME	629.55
401-6-611-260-000	PROFESSIONAL SERVICE	17,981.93
401-6-613-246-000	DRUG & ALCOHOL PROG	1,099.90
401-6-619-260-000	PROFESSIONAL SERVICE	3,000.00
401-6-619-339-000	POSTAGE/FREIGHT	2,000.00
401-6-645-341-000	UTILITIES	1,279.29
401-6-672-426-000	CHAMBER OF COMMER	4,791.66
401-6-692-340-000	TELEPHONE	125.99
401-6-692-341-000	UTILITIES	7,114.96
401-6-693-341-000	UTILITIES	97.20
401-6-696-230-000	SUPPLIES/TOOLS	1,852.20
401-7-721-253-000	DUES & OTHER FEES	100.00
401-7-751-341-000	UTILITIES	66.88
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	1,770.74
402-6-653-104-000	TEMPORARY SALARIES	2,125.39
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	131.64
402-6-653-223-000	VEHICLE FUELS	19,896.16
402-6-653-251-000	RENTALS	17,737.34
402-6-653-290-000	PAVING PROJECTS-COOP	79,869.97
412-8-815-341-000	UTILITIES	391.29
427-2-200-020-000	RETIREE H/C PAYABLE	95.79
431-2-200-018-000	CHILD ENFORCEMENT P	32.22
431-2-200-020-000	RETIREE H/C PAYABLE	35.89
432-2-200-020-000	RETIREE H/C PAYABLE	133.51
432-7-761-267-000	CONTRACTUAL SERVICES	10,041.65
432-7-762-267-000	CONTRACTUAL SERVICES	4,375.00
432-7-766-267-000	CONTRACTUAL SERVICES	2,250.00
435-2-200-020-000	RETIREE H/C PAYABLE	87.72
437-2-200-020-000	RETIREE H/C PAYABLE	51.60
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	405.65
452-8-832-341-000	UTILITIES	211.07
631-8-884-372-000	VEHICLES - COUNTY	79,392.00
650-6-684-267-000	CONTRACTUAL SERVICES	995.00

**Account Summary**

Account Number	Account Name	Expense Amount
670-6-671-375-000	LEASE PURCHASE PAYME	163.68
	<b>Grand Total:</b>	<b>279,091.54</b>

**Project Account Summary**

Project Account Key	Expense Amount	
**None**	279,091.54	
	<b>Grand Total:</b>	<b>279,091.54</b>

**Approved For Payment**  




Chaves County, NM

# Expense Approval Register

Packet: APPKT00724 - CHECK RUN/08/03/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: HOLCOMB LAW OFFICE					
HOLCOMB LAW OFFICE	2202	08/01/2018	PROFESSIONAL SERVICES	401-6-611-260-000	159.10
			<b>Vendor HOLCOMB LAW OFFICE Total:</b>		<b>159.10</b>
			<b>Grand Total:</b>		<b>159.10</b>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	159.10
<b>Grand Total:</b>	<b>159.10</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-611-260-000	PROFESSIONAL SERVICE	159.10
	<b>Grand Total:</b>	<b>159.10</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	159.10
<b>Grand Total:</b>	<b>159.10</b>

**Approved For Payment**  




Chaves County, NM

# Expense Approval Register

Packet: APPKT00726 - CHECK RUN/08/06/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: OSBALDO VASQUEZ					
OSBALDO VASQUEZ	CC018626	08/06/2018	SHORT TERM DISABILITY	401-7-758-102-000	500.00
				<b>Vendor OSBALDO VASQUEZ Total:</b>	<u>500.00</u>
				<b>Grand Total:</b>	<u><u>500.00</u></u>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	500.00
<b>Grand Total:</b>	<b>500.00</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-7-758-102-000	REGULAR SALARIES	500.00
	<b>Grand Total:</b>	<b>500.00</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	500.00
<b>Grand Total:</b>	<b>500.00</b>

A handwritten signature in black ink is written over a rectangular stamp. The stamp contains the text "Approved For Payment" in a bold, sans-serif font. The signature is a cursive-style name that appears to be "John R. [unclear]".



# Expense Approval Register

Packet: APPKT00730 - CHECK RUN/08/10/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ABC PROPANE INC</b>					
ABC PROPANE INC	194062	08/01/2018	ACCT.#102721	452-8-832-223-000	2,363.59
ABC PROPANE INC	194063	08/01/2018	ACCT.#102721	452-8-832-223-000	1,203.59
<b>Vendor ABC PROPANE INC Total:</b>					<b>3,567.18</b>
<b>Vendor: AG EQUIPMENT</b>					
AG EQUIPMENT	108996	08/01/2018	ACCTG.#030801	402-6-653-221-000	300.86
AG EQUIPMENT	109002	08/01/2018	ACCT.#030801	402-6-653-221-000	243.55
<b>Vendor AG EQUIPMENT Total:</b>					<b>544.41</b>
<b>Vendor: BELL GAS INC.</b>					
BELL GAS INC.	234560	08/02/2018	ACCT.#070065	402-6-653-223-000	3,620.00
<b>Vendor BELL GAS INC. Total:</b>					<b>3,620.00</b>
<b>Vendor: BENCHMARK BUSINESS SOLUTIONS</b>					
BENCHMARK BUSINESS SOL	23078145	08/01/2018	ACCT.#003-1365133-000	408-8-812-251-000	108.58
<b>Vendor BENCHMARK BUSINESS SOLUTIONS Total:</b>					<b>108.58</b>
<b>Vendor: BERRENDO CO-OP WATER USERS</b>					
BERRENDO CO-OP WATER U	CC018645	08/01/2018	ACCT.#J1720000	402-6-651-341-000	74.72
<b>Vendor BERRENDO CO-OP WATER USERS Total:</b>					<b>74.72</b>
<b>Vendor: BRANDON HEBERT</b>					
BRANDON HEBERT	9046	08/02/2018	RENTAL AND SERVICE	402-6-653-251-000	183.32
<b>Vendor BRANDON HEBERT Total:</b>					<b>183.32</b>
<b>Vendor: CENTRAL VALLEY ELECTRIC COOP</b>					
CENTRAL VALLEY ELECTRIC C	CC018642	08/01/2018	ACCT.#10114001	410-8-816-341-000	298.32
CENTRAL VALLEY ELECTRIC C	CC018642	08/01/2018	ACCT.#23898800	410-8-816-341-000	18.20
CENTRAL VALLEY ELECTRIC C	CC018643	08/01/2018	ACCT.#10147201	401-6-691-243-000	32.76
CENTRAL VALLEY ELECTRIC C	CC018643	08/01/2018	ACCT.#12001802	401-6-691-243-000	47.61
CENTRAL VALLEY ELECTRIC C	CC018643	08/01/2018	ACCT.#12209501	401-6-691-243-000	359.89
CENTRAL VALLEY ELECTRIC C	CC018643	08/01/2018	ACCT.#23133100	410-8-816-341-000	174.15
CENTRAL VALLEY ELECTRIC C	CC018643	08/01/2018	ACCT.#6695501	414-8-819-341-000	121.57
CENTRAL VALLEY ELECTRIC C	CC018643	08/01/2018	ACCT.#22987100	437-6-659-341-000	42.90
CENTRAL VALLEY ELECTRIC C	CC018643	08/01/2018	ACCT.#24186400	437-6-659-341-000	47.55
CENTRAL VALLEY ELECTRIC C	CC018643	08/01/2018	ACCT.#12412501	437-6-659-341-000	46.13
CENTRAL VALLEY ELECTRIC C	CC018644	08/01/2018	ACCT.#12413301	411-8-814-341-000	9.10
CENTRAL VALLEY ELECTRIC C	CC018644	08/01/2018	ACCT.#12413201	411-8-814-341-000	79.01
CENTRAL VALLEY ELECTRIC C	CC018644	08/01/2018	ACCT.#12413101	411-8-814-341-000	9.95
CENTRAL VALLEY ELECTRIC C	CC018644	08/01/2018	ACCT.#12026501	411-8-814-341-000	111.84
<b>Vendor CENTRAL VALLEY ELECTRIC COOP Total:</b>					<b>1,398.98</b>
<b>Vendor: CHARLES DRAKE</b>					
CHARLES DRAKE	CC018589-1	08/08/2018	FTO TRAINING/07/31/18-08/	401-7-752-225-000	22.00
CHARLES DRAKE	CC018631	08/06/2018	MEAL REIMBURSEMENT	401-7-752-225-000	7.22
CHARLES DRAKE	CC018631	08/06/2018	UNM HOSP/08/06/18	650-6-684-228-000	10.00
<b>Vendor CHARLES DRAKE Total:</b>					<b>39.22</b>
<b>Vendor: CHAVES COUNTY C.A.S.A.</b>					
CHAVES COUNTY C.A.S.A.	1-GS	08/09/2018	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	900.00
CHAVES COUNTY C.A.S.A.	1-YA	08/09/2018	CONTINUUM GRANT/FY 18-1	631-8-885-267-000	3,360.00
<b>Vendor CHAVES COUNTY C.A.S.A. Total:</b>					<b>4,260.00</b>
<b>Vendor: CINTAS CORPORATION #2</b>					
CINTAS CORPORATION #2	8403763260	08/03/2018	ACCT.#10187763	402-6-653-230-000	142.02
<b>Vendor CINTAS CORPORATION #2 Total:</b>					<b>142.02</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC018647	08/03/2018	ACCT.#137417-52230	402-6-653-291-000	32.96
CITY OF ROSWELL	CC018648	08/03/2018	ACCT.#137417-52234	402-6-653-291-000	70.99

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CITY OF ROSWELL	CC018649	08/03/2018	ACCT.#137417-52236	402-6-653-291-000	36.27
CITY OF ROSWELL	CC018650	08/03/2018	ACCT.#137417-52238	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018651	08/03/2018	ACCT.#137417-52240	402-6-653-291-000	18.07
CITY OF ROSWELL	CC018652	08/03/2018	ACCT.#137417-52242	402-6-653-291-000	190.06
CITY OF ROSWELL	CC018653	08/03/2018	ACCT.#137417-52246	402-6-653-291-000	99.11
<b>Vendor CITY OF ROSWELL Total:</b>					<b>465.53</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC018646	08/01/2018	ACCT. #44	437-6-659-242-000	11,676.39
<b>Vendor CITY OF ROSWELL Total:</b>					<b>11,676.39</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-078718	08/03/2018	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,133.54
<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total:</b>					<b>1,133.54</b>
<b>Vendor: CUMBERLAND WATER CO-OP</b>					
CUMBERLAND WATER CO-O	CC018632	08/01/2018	ACCT.#G215	401-6-691-341-000	36.21
CUMBERLAND WATER CO-O	CC018633	08/09/2018	ACCT.#B1085	408-8-812-340-000	24.06
<b>Vendor CUMBERLAND WATER CO-OP Total:</b>					<b>60.27</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	2030676	08/01/2018	ACCT.#030-0061556-006	402-6-653-251-000	4,055.51
DEERE CREDIT INC	2031295	08/01/2018	ACCT.#030-0067387-000	402-6-653-251-000	3,060.45
DEERE CREDIT INC	2031296	08/01/2018	ACCT.#030-0067399-000	402-6-653-251-000	3,060.45
<b>Vendor DEERE CREDIT INC Total:</b>					<b>10,176.41</b>
<b>Vendor: ECOLAB INC</b>					
ECOLAB INC	0365983	08/01/2018	ACCT.#019526334	650-6-684-230-000	1,980.85
<b>Vendor ECOLAB INC Total:</b>					<b>1,980.85</b>
<b>Vendor: ERGON ASPHALT EMULSIONS INC</b>					
ERGON ASPHALT EMULSION	9401890682	08/01/2018	ACCT.#926628	402-6-653-290-000	5,318.93
ERGON ASPHALT EMULSION	9401891590	08/02/2018	ACCT.#926628	402-6-653-290-000	35.00
ERGON ASPHALT EMULSION	9401891591	08/02/2018	ACCT.#926628	402-6-653-290-000	70.00
ERGON ASPHALT EMULSION	9401891592	08/02/2018	ACCT.#926628	402-6-653-290-000	52.50
ERGON ASPHALT EMULSION	9401891594	08/02/2018	ACCT.#926628	402-6-653-290-000	35.00
ERGON ASPHALT EMULSION	9401891595	08/02/2018	ACCT.#9401891595	402-6-653-290-000	70.00
ERGON ASPHALT EMULSION	9401893965	08/05/2018	ACCT.#926628	402-6-653-290-000	8,014.88
ERGON ASPHALT EMULSION	9401893966	08/06/2018	ACCT.#926628	402-6-653-290-000	8,018.52
ERGON ASPHALT EMULSION	9401895477	08/07/2018	ACCT.#926628	402-6-653-290-000	8,967.03
ERGON ASPHALT EMULSION	9401896268	08/08/2018	ACCT.#926628	402-6-653-290-000	9,174.97
<b>Vendor ERGON ASPHALT EMULSIONS INC Total:</b>					<b>39,756.83</b>
<b>Vendor: GOODES WELDING INC.</b>					
GOODES WELDING INC.	07891	08/01/2018	SUPPLIES	402-6-653-221-000	32.97
<b>Vendor GOODES WELDING INC. Total:</b>					<b>32.97</b>
<b>Vendor: JAMES MASON</b>					
JAMES MASON	CC018630	08/08/2018	LOS LUNAS/08/03/18	650-6-684-228-000	10.00
<b>Vendor JAMES MASON Total:</b>					<b>10.00</b>
<b>Vendor: JARAMILLO ACCOUNTING GROUP</b>					
JARAMILLO ACCOUNTING GR	1274	08/09/2018	AUDIT/FY 2018	401-6-619-267-000	19,417.50
<b>Vendor JARAMILLO ACCOUNTING GROUP Total:</b>					<b>19,417.50</b>
<b>Vendor: JEROMY PARMER</b>					
JEROMY PARMER	CC018588-1	08/08/2018	FTO TRAINING/07/31/18-08/	401-7-752-225-000	22.00
<b>Vendor JEROMY PARMER Total:</b>					<b>22.00</b>
<b>Vendor: KLEEN TECH SERVICES CORPATION</b>					
KLEEN TECH SERVICES CORPA	46526	08/01/2018	JANITORIAL SERVICES	401-6-691-267-000	2,582.81
KLEEN TECH SERVICES CORPA	46527	08/01/2018	JANITORIAL SERVICES	401-6-693-267-000	812.71
KLEEN TECH SERVICES CORPA	46528	08/01/2018	JANITORIAL SERVICES	401-6-694-267-000	206.21
<b>Vendor KLEEN TECH SERVICES CORPATION Total:</b>					<b>3,601.73</b>
<b>Vendor: MICHAEL BRAKEMAN</b>					
MICHAEL BRAKEMAN	581152	08/09/2018	MOBILE CAR WASH	452-8-832-221-000	50.00
<b>Vendor MICHAEL BRAKEMAN Total:</b>					<b>50.00</b>

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: MIRANDA PEST CONTROL</b>					
MIRANDA PEST CONTROL	CC018625	08/06/2018	PEST CONTROL SERVICE	452-8-832-267-000	26.92
<b>Vendor MIRANDA PEST CONTROL Total:</b>					<b>26.92</b>
<b>Vendor: NEW MEXICO ASSOC. OF COUNTIES</b>					
NEW MEXICO ASSOC. OF CO	000300	08/01/2018	PARTICIPATION FEES	401-6-611-253-000	26,000.00
NEW MEXICO ASSOC. OF CO	WC000261	08/01/2018	WC COMPENSATION POOL C	401-6-631-312-000	416,514.00
<b>Vendor NEW MEXICO ASSOC. OF COUNTIES Total:</b>					<b>442,514.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC018636	08/01/2018	ACCT.#076333413-0787459-	452-8-832-341-000	20.82
NEW MEXICO GAS COMPAN	CC018637	08/01/2018	ACCT.#076846512-1202378-	411-8-814-341-000	20.82
NEW MEXICO GAS COMPAN	CC018638	08/01/2018	ACCT.#075706312-1236482-	414-8-819-341-000	20.85
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>62.49</b>
<b>Vendor: NM GEN SVCS RISK MGMT</b>					
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	401-2-200-021-000	1,628.78
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	ADJUSTMENT	401-2-200-021-000	-2.43
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	ADJUSTMENT	401-2-200-021-000	-3.19
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	ADJUSTMENT	401-2-200-021-000	-3.29
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	402-2-200-021-000	319.63
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	427-2-200-021-000	12.53
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	431-2-200-021-000	3.82
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	432-2-200-021-000	27.25
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	435-2-200-021-000	28.38
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	437-2-200-021-000	5.70
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	452-2-200-021-000	90.55
NM GEN SVCS RISK MGMT	CC018627	08/05/2018	PREMIUMS	628-2-200-021-000	55.58
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	401-2-200-005-000	2,157.52
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	402-2-200-005-000	473.50
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	427-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	431-2-200-005-000	4.28
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	432-2-200-005-000	35.30
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	435-2-200-005-000	20.40
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	437-2-200-005-000	29.80
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	452-2-200-005-000	134.10
NM GEN SVCS RISK MGMT	CC018628	08/05/2018	PREMIUMS	628-2-200-005-000	74.50
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	401-2-200-007-000	160,508.51
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	ADJUSTMENT	401-2-200-007-000	-196.81
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	401-2-200-007-000	-357.66
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	401-2-200-007-000	-565.85
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	402-2-200-007-000	34,657.65
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	427-2-200-007-000	1,432.75
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	431-2-200-007-000	363.18
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	432-2-200-007-000	2,616.36
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	435-2-200-007-000	2,430.60
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	437-2-200-007-000	511.69
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	452-2-200-007-000	9,833.37
NM GEN SVCS RISK MGMT	CC018629	08/05/2018	PREMIUMS/FEES	628-2-200-007-000	5,432.69
<b>Vendor NM GEN SVCS RISK MGMT Total:</b>					<b>221,779.59</b>
<b>Vendor: QWEST</b>					
QWEST	CC018634	08/01/2018	ACCT.#N575-622-0506-881M	401-6-619-340-000	714.59
QWEST	CC018635	08/01/2018	ACCT.#575-623-2833-184B	412-8-815-340-000	56.17
<b>Vendor QWEST Total:</b>					<b>770.76</b>
<b>Vendor: ROSWELL CHAMBER OF COMMERCE</b>					
ROSWELL CHAMBER OF CO	11990	08/07/2018	ANNUAL ALLOCATION/FY 18-	401-6-672-426-000	4,791.66
<b>Vendor ROSWELL CHAMBER OF COMMERCE Total:</b>					<b>4,791.66</b>
<b>Vendor: SMITH ENGINEERING</b>					
SMITH ENGINEERING	48550	08/01/2018	PROJECT #318852	402-6-651-260-000	242.62
<b>Vendor SMITH ENGINEERING Total:</b>					<b>242.62</b>

Expense Approval Register

Packet: APPKT00730 - CHECK RUN/08/10/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC018639	08/02/2018	ACCT.#54-3943758-6	401-6-691-243-000	35.89
SOUTHWESTERN PUBLIC SER	CC018640	08/02/2018	ACCT.#54-3943777-9	401-6-691-243-000	45.99
SOUTHWESTERN PUBLIC SER	CC018641	08/01/2018	ACCT.#54-1485939-1	401-6-691-243-000	41.04
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>122.92</b>
<b>Vendor: WAKEFIELD OIL CO. INC.</b>					
WAKEFIELD OIL CO. INC.	151225	08/01/2018	ACCT.#CHAVES	402-6-653-230-000	312.00
WAKEFIELD OIL CO. INC.	151774	08/07/2018	ACCT.#CHAVES	402-6-653-230-000	629.50
<b>Vendor WAKEFIELD OIL CO. INC. Total:</b>					<b>941.50</b>
<b>Vendor: WATSON TRUCK &amp; SUPPLY INC</b>					
WATSON TRUCK & SUPPLY IN	292589DO	08/01/2018	ACCT.#336302	402-6-653-221-000	1,748.69
WATSON TRUCK & SUPPLY IN	292669DO	08/01/2018	ACCT.#336302	402-6-653-221-000	55.64
WATSON TRUCK & SUPPLY IN	292762DO	08/01/2018	ACCT.#336302	402-6-653-221-000	210.48
WATSON TRUCK & SUPPLY IN	292785DO	08/01/2018	ACCT.#336302	402-6-653-221-000	49.55
WATSON TRUCK & SUPPLY IN	292790DO	08/01/2018	ACCT.#336302	402-6-653-221-000	86.28
WATSON TRUCK & SUPPLY IN	293072DO	08/01/2018	ACCT.#336302	402-6-653-221-000	291.58
WATSON TRUCK & SUPPLY IN	293170DO	08/01/2018	ACCT.#336302	402-6-653-221-000	1,377.44
WATSON TRUCK & SUPPLY IN	293221DO	08/01/2018	ACCT.#336302	402-6-653-221-000	151.83
WATSON TRUCK & SUPPLY IN	293672DO	08/02/2018	ACCT.#336302	402-6-653-221-000	225.12
WATSON TRUCK & SUPPLY IN	293774DO	08/02/2018	ACCT.#336302	402-6-653-221-000	355.16
<b>Vendor WATSON TRUCK &amp; SUPPLY INC Total:</b>					<b>4,551.77</b>
<b>Grand Total:</b>					<b>778,126.68</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	634,855.67
402 - ROAD FUND	97,316.42
408 - EAST GRAND PLAINS VOLFIRE	132.64
410 - MIDWAY VOLUNTEER FIRE FND	490.67
411 - BERRENDO VOLUNTEER FIRE	230.72
412 - SIERRA VOLUNTEER FIRE FND	56.17
414 - CC FIRE DIST #8 VOL FIRE	142.42
427 - INDIGENT HOSPITAL CLAIMS	1,465.68
431 - PUBLIC SAFETY GRANT	371.28
432 - DWI GRANT FUNDS	2,678.91
435 - CORRECTION GRANTS	2,479.38
437 - ENVIRONMENTAL TAX	12,360.16
452 - FLOOD CONTROL	13,722.94
628 - PROPERTY VALUATION	5,562.77
631 - OTHER GRANTS & CONTRACTS	4,260.00
650 - DETENTION CONSTRUCTION PJ	2,000.85
<b>Grand Total:</b>	<b>778,126.68</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-005-000	GROUP INSURANCE PAY	2,157.52
401-2-200-007-000	MEDICAL INSURANCE PA	159,388.19
401-2-200-021-000	VISION CARE PAYABLE	1,619.87
401-6-611-253-000	DUES & OTHER FEES	26,000.00
401-6-619-267-000	CONTRACTUAL SERVICES	19,417.50
401-6-619-340-000	TELEPHONE	714.59
401-6-631-312-000	WORKERS COMPENSATI	416,514.00
401-6-672-426-000	CHAMBER OF COMMER	4,791.66
401-6-691-243-000	HIGHWAY LIGHTS	563.18
401-6-691-267-000	CONTRACTUAL SERVICES	2,582.81
401-6-691-341-000	UTILITIES	36.21
401-6-693-267-000	CONTRACTUAL SERVICES	812.71
401-6-694-267-000	CONTRACTUAL SERVICES	206.21
401-7-752-225-000	PER DIEM EXPENSE	51.22
402-2-200-005-000	GROUP INSURANCE PAY	473.50
402-2-200-007-000	MEDICAL INSURANCE PA	34,657.65
402-2-200-021-000	VISION CARE PAYABLE	319.63
402-6-651-260-000	PROFESSIONAL SERVICE	242.62
402-6-651-341-000	UTILITIES	74.72
402-6-653-104-000	TEMPORARY SALARIES	1,133.54
402-6-653-221-000	VEH/HVY EQUIP. REPAIR	5,129.15
402-6-653-223-000	VEHICLE FUELS	3,620.00
402-6-653-230-000	SUPPLIES/TOOLS	1,083.52
402-6-653-251-000	RENTALS	10,359.73
402-6-653-290-000	PAVING PROJECTS-COOP	39,756.83
402-6-653-291-000	ROAD PROJECTS-OTHER	465.53
408-8-812-251-000	RENTALS	108.58
408-8-812-340-000	TELEPHONE	24.06
410-8-816-341-000	UTILITIES	490.67
411-8-814-341-000	UTILITIES	230.72
412-8-815-340-000	TELEPHONE	56.17
414-8-819-341-000	UTILITIES	142.42
427-2-200-005-000	GROUP INSURANCE PAY	20.40
427-2-200-007-000	MEDICAL INSURANCE PA	1,432.75
427-2-200-021-000	VISION CARE PAYABLE	12.53
431-2-200-005-000	GROUP INSURANCE PAY	4.28
431-2-200-007-000	MEDICAL INSURANCE PA	363.18
431-2-200-021-000	VISION CARE PAYABLE	3.82
432-2-200-005-000	GROUP INSURANCE PAY	35.30

**Account Summary**

Account Number	Account Name	Expense Amount
432-2-200-007-000	MEDICAL INS. PAYABLE	2,616.36
432-2-200-021-000	VISION CARE PAYABLE	27.25
435-2-200-005-000	GROUP INSURANCE PAY	20.40
435-2-200-007-000	MEDICAL INSURANCE PA	2,430.60
435-2-200-021-000	VISION CARE PAYABLE	28.38
437-2-200-005-000	GROUP INSURANCE PAY	29.80
437-2-200-007-000	MEDICAL INSURANCE PA	511.69
437-2-200-021-000	VISION CARE PAYABLE	5.70
437-6-659-242-000	LANDFILL EXPENSES	11,676.39
437-6-659-341-000	UTILITIES	136.58
452-2-200-005-000	GROUP INSURANCE PAY	134.10
452-2-200-007-000	MEDICAL INSURANCE PA	9,833.37
452-2-200-021-000	VISION CARE PAYABLE	90.55
452-8-832-221-000	VEH/HVY EQUIP. REPAIR	50.00
452-8-832-223-000	VEHICLE FUELS	3,567.18
452-8-832-267-000	CONTRACTUAL SERVICES	26.92
452-8-832-341-000	UTILITIES	20.82
628-2-200-005-000	GROUP INSURANCE PAY	74.50
628-2-200-007-000	MEDICAL INSURANCE PA	5,432.69
628-2-200-021-000	VISION CARE PAYABLE	55.58
631-8-885-267-000	OTHER CONTRACT SERVI	4,260.00
650-6-684-228-000	TRANSPORT PRISONERS	20.00
650-6-684-230-000	SUPPLIES/TOOLS	1,980.85
	<b>Grand Total:</b>	<b>778,126.68</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	778,126.68
<b>Grand Total:</b>	<b>778,126.68</b>

*[Handwritten signature]*



Chaves County, NM

# Expense Approval Register

Packet: APPKT00732 - CHECK RUN/08/13/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: OSBALDO VASQUEZ					
OSBALDO VASQUEZ	CC018654	08/13/2018	SHORT TERM DISABILITY	401-7-758-102-000	500.00
				<b>Vendor OSBALDO VASQUEZ Total:</b>	<b>500.00</b>
				<b>Grand Total:</b>	<b>500.00</b>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	500.00
<b>Grand Total:</b>	<b>500.00</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-7-758-102-000	REGULAR SALARIES	500.00
	<b>Grand Total:</b>	<b>500.00</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	500.00
<b>Grand Total:</b>	<b>500.00</b>

**Approved for Payment**  
*[Handwritten Signature]*



# Expense Approval Register

Packet: APPKT00739 - CHECK RUN/08/16/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ACCURATE</b>					
ACCURATE	581	08/01/2018	PROFESSIONAL SERVICES	401-6-613-246-000	463.68
<b>Vendor ACCURATE Total:</b>					<b>463.68</b>
<b>Vendor: ALTON'S POWER BLOCK GYM INC</b>					
ALTON'S POWER BLOCK GYM	INV0002135	08/16/2018	ALTON'S POWER BLOCK GYM	402-2-200-024-000	26.95
ALTON'S POWER BLOCK GYM	INV0002135	08/16/2018	ALTON'S POWER BLOCK GYM	427-2-200-024-000	24.10
<b>Vendor ALTON'S POWER BLOCK GYM INC Total:</b>					<b>51.05</b>
<b>Vendor: BAMBI NALLEY</b>					
BAMBI NALLEY	INV0002144	08/16/2018	SEELY DM-2013-443	401-2-200-018-000	115.38
<b>Vendor BAMBI NALLEY Total:</b>					<b>115.38</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0002141	08/16/2018	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
<b>Vendor CARRIE HARDY Total:</b>					<b>250.00</b>
<b>Vendor: CITY OF ROSWELL</b>					
CITY OF ROSWELL	CC018671	08/01/2018	ACCT.#137417-52244	402-6-653-291-000	1.81
<b>Vendor CITY OF ROSWELL Total:</b>					<b>1.81</b>
<b>Vendor: COALITION OF AZ/NM COUNTIES</b>					
COALITION OF AZ/NM COUN	428	08/10/2018	ANNUAL DUES	401-6-611-253-000	2,600.00
<b>Vendor COALITION OF AZ/NM COUNTIES Total:</b>					<b>2,600.00</b>
<b>Vendor: COUNTY OF LINCOLN</b>					
COUNTY OF LINCOLN	CC018655	08/01/2018	BOOKIN #LCDC2018000345	650-6-684-268-000	648.00
<b>Vendor COUNTY OF LINCOLN Total:</b>					<b>648.00</b>
<b>Vendor: DEERE CREDIT INC</b>					
DEERE CREDIT INC	2035240	08/09/2018	ACCT.#030-0061556-007	402-6-653-251-000	3,235.72
<b>Vendor DEERE CREDIT INC Total:</b>					<b>3,235.72</b>
<b>Vendor: DEPT. OF FINANCE &amp; ADMIN.</b>					
DEPT. OF FINANCE & ADMIN.	CC018672	08/14/2018	DWI DISTRIBUTION REVERSI	432-4-402-684-000	0.34
<b>Vendor DEPT. OF FINANCE &amp; ADMIN. Total:</b>					<b>0.34</b>
<b>Vendor: DIANE TAYLOR</b>					
DIANE TAYLOR	1-DT	08/13/2018	DWI DISTRIBUTION FUND/FY	432-7-761-267-000	3,250.00
<b>Vendor DIANE TAYLOR Total:</b>					<b>3,250.00</b>
<b>Vendor: ERGON ASPHALT EMULSIONS INC</b>					
ERGON ASPHALT EMULSION	9401896150	08/08/2018	ACCT.#926628	402-6-653-290-000	122.50
ERGON ASPHALT EMULSION	9401896151	08/08/2018	ACCT.#926628	402-6-653-290-000	35.00
ERGON ASPHALT EMULSION	9401896152	08/08/2018	ACCT.#926628	402-6-653-290-000	52.50
ERGON ASPHALT EMULSION	9401896561	08/08/2018	ACCT.#926628	402-6-653-290-000	7,865.30
ERGON ASPHALT EMULSION	9401899415	08/12/2018	ACCT.#926628	402-6-653-290-000	6,883.97
ERGON ASPHALT EMULSION	9401899416	08/13/2018	ACCT.#926628	402-6-653-290-000	6,993.41
ERGON ASPHALT EMULSION	9401900391	08/14/2018	ACCT.#926628	402-6-653-290-000	6,712.51
<b>Vendor ERGON ASPHALT EMULSIONS INC Total:</b>					<b>28,665.19</b>
<b>Vendor: HAGERMAN MUNICIPAL SCHOOLS</b>					
HAGERMAN MUNICIPAL SCH	1HAG-TN1	08/16/2018	DWI DISTRIBUTION/FY 18-19	432-7-761-267-000	1,000.00
<b>Vendor HAGERMAN MUNICIPAL SCHOOLS Total:</b>					<b>1,000.00</b>
<b>Vendor: HOLCOMB LAW OFFICE</b>					
HOLCOMB LAW OFFICE	2224	08/01/2018	PROFESSIONAL SERVICES	401-6-611-260-000	179.61
<b>Vendor HOLCOMB LAW OFFICE Total:</b>					<b>179.61</b>
<b>Vendor: JEANINE CORN BEST</b>					
JEANINE CORN BEST	INV0002143	08/16/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
<b>Vendor JEANINE CORN BEST Total:</b>					<b>154.62</b>

## Expense Approval Register

Packet: APPKT00739 - CHECK RUN/08/16/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: JESSE'S DETAIL SHOP</b>					
JESSE'S DETAIL SHOP	622991	08/02/2018	FULL DETAIL FORD RANGER #	401-6-691-257-000	150.00
JESSE'S DETAIL SHOP	622992	08/02/2018	FULL DETAIL FORD RANGER #	401-6-691-257-000	150.00
<b>Vendor JESSE'S DETAIL SHOP Total:</b>					<b>300.00</b>
<b>Vendor: LEGALSHIELD</b>					
LEGALSHIELD	INV0002133	08/16/2018	LEGAL SHIELD PAYABLE	401-2-200-022-000	386.65
LEGALSHIELD	INV0002133	08/16/2018	LEGAL SHIELD PAYABLE	402-2-200-022-000	170.40
<b>Vendor LEGALSHIELD Total:</b>					<b>557.05</b>
<b>Vendor: MR. STEAMER</b>					
MR. STEAMER	718298	08/08/2018	VENT HOOD CLEANING	401-6-696-267-000	641.89
<b>Vendor MR. STEAMER Total:</b>					<b>641.89</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC018662	08/01/2018	ACCT.#076424512-0788370-	401-6-645-341-000	14.72
NEW MEXICO GAS COMPAN	CC018662	08/01/2018	ACCT.#076424512-0788370-	401-6-692-341-000	75.21
NEW MEXICO GAS COMPAN	CC018662	08/01/2018	ACCT.#076424512-0788370-	401-6-692-341-000	6.64
NEW MEXICO GAS COMPAN	CC018663	08/08/2018	ACCT.#076846512-0792590-	411-8-814-341-000	29.34
NEW MEXICO GAS COMPAN	CC018664	08/09/2018	ACCT.#077058012-0794705-	410-8-816-341-000	35.88
NEW MEXICO GAS COMPAN	CC018665	08/09/2018	ACCT.#077227312-1237385-	408-8-812-341-000	22.79
NEW MEXICO GAS COMPAN	CC018666	08/08/2018	ACCT.#077937001-0803495-	411-8-814-341-000	22.91
NEW MEXICO GAS COMPAN	CC018675	08/10/2018	ACCT.#077227312-0796398-	408-8-812-341-000	30.33
<b>Vendor NEW MEXICO GAS COMPANY INC Total:</b>					<b>237.82</b>
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	INV0002159	08/16/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,578.99
NM RETIREE HEALTH CARE A	INV0002159	08/16/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,757.77
NM RETIREE HEALTH CARE A	INV0002159	08/16/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	95.79
NM RETIREE HEALTH CARE A	INV0002159	08/16/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	133.51
NM RETIREE HEALTH CARE A	INV0002159	08/16/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	39.79
NM RETIREE HEALTH CARE A	INV0002159	08/16/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.60
NM RETIREE HEALTH CARE A	INV0002159	08/16/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	405.65
NM RETIREE HEALTH CARE A	INV0002160	08/16/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,467.14
NM RETIREE HEALTH CARE A	INV0002160	08/16/2018	NM Retiree HealthCare Law	431-2-200-020-000	23.81
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,554.05</b>
<b>Vendor: NMAC MANAGERS AFFILIATE</b>					
NMAC MANAGERS AFFILIATE	CC018669	08/01/2018	ANNUAL MEMBERSHIP DUES	401-6-612-253-000	100.00
<b>Vendor NMAC MANAGERS AFFILIATE Total:</b>					<b>100.00</b>
<b>Vendor: NMAC RISK MANAGEMENT AFFILIATE</b>					
NMAC RISK MANAGEMENT	CC018670	08/15/2018	AFFILIATE MEETING FEES	401-6-614-224-000	25.00
NMAC RISK MANAGEMENT	CC018670	08/15/2018	NMAC RISK MGT ANNUAL D	401-6-614-253-000	50.00
<b>Vendor NMAC RISK MANAGEMENT AFFILIATE Total:</b>					<b>75.00</b>
<b>Vendor: QWEST</b>					
QWEST	CC018656	08/04/2018	ACCT.#575-627-0081-230B	402-6-651-340-000	56.55
QWEST	CC018657	08/04/2018	ACCT.#575-627-5495-192B	435-6-643-340-000	101.09
QWEST	CC018658	08/04/2018	ACCT.#575-627-7554-233B	427-6-638-340-000	55.01
QWEST	CC018667	08/04/2018	ACCT.#575-627-0977-957B	401-6-691-340-000	94.79
QWEST	CC018668	08/04/2018	ACCT.#575-627-7162-074B	408-8-812-340-000	97.42
<b>Vendor QWEST Total:</b>					<b>404.86</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC018659	08/09/2018	ACCT.#54-3943804-3	401-6-693-341-000	1,542.21
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-613-341-000	121.87
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-616-341-000	121.87
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-621-341-000	121.87
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-621-341-000	121.87
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-621-341-000	243.75
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-622-341-000	462.28
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-624-341-000	558.94
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-625-341-000	121.87
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-631-341-000	252.15
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-6-632-341-000	163.06

Expense Approval Register

Packet: APPKT00739 - CHECK RUN/08/16/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-7-721-341-000	1,730.61
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-7-731-341-000	1,026.26
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-7-741-341-000	743.01
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	401-7-751-341-000	2,363.51
SOUTHWESTERN PUBLIC SER	CC018660	08/09/2018	ACCT.#54-3943824-7	427-6-638-341-000	252.16
SOUTHWESTERN PUBLIC SER	CC018661	08/08/2018	ACCT.#54-3949473-4	411-8-814-341-000	271.21
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>10,218.50</b>
<b>Vendor: STANTON RIGGS</b>					
STANTON RIGGS	CC018674	08/16/2018	RMPELRA TRAINING/07/151	401-6-612-226-000	191.70
<b>Vendor STANTON RIGGS Total:</b>					<b>191.70</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0002136	08/16/2018	C Childress/Cause# 0001110	401-2-200-018-000	71.08
STATE OF NEW MEXICO	INV0002137	08/16/2018	000372913	401-2-200-018-000	127.00
STATE OF NEW MEXICO	INV0002138	08/16/2018	000202259	401-2-200-018-000	113.50
STATE OF NEW MEXICO	INV0002140	08/16/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0002142	08/16/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0002145	08/16/2018	J.JOHNSON 000088516	401-2-200-018-000	449.08
STATE OF NEW MEXICO	INV0002146	08/16/2018	RAMIREZ/000327532	401-2-200-018-000	202.10
STATE OF NEW MEXICO	INV0002146	08/16/2018	RAMIREZ/000327532	431-2-200-018-000	11.13
STATE OF NEW MEXICO	INV0002147	08/16/2018	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0002148	08/16/2018	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0002150	08/16/2018	000237989-SALSBERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0002151	08/16/2018	000324111-GODFREY	401-2-200-018-000	168.00
STATE OF NEW MEXICO	INV0002153	08/16/2018	000386026	401-2-200-018-000	150.00
STATE OF NEW MEXICO	INV0002154	08/16/2018	000357902	401-2-200-018-000	127.00
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>2,184.13</b>
<b>Vendor: SUMMIT FOOD SERVICE</b>					
SUMMIT FOOD SERVICE	INV2000032262	08/09/2018	ACCT.#C1921000	650-6-684-264-000	56,395.31
SUMMIT FOOD SERVICE	INV2000032263	08/09/2018	ACCT.#C1921001	401-6-645-264-000	3,214.68
<b>Vendor SUMMIT FOOD SERVICE Total:</b>					<b>59,609.99</b>
<b>Vendor: SUSAN GOLDSTROM</b>					
SUSAN GOLDSTROM	CC018673	08/16/2018	RMPELRA TRAINING/07/15/	401-6-613-226-000	191.70
<b>Vendor SUSAN GOLDSTROM Total:</b>					<b>191.70</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0002139	08/16/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	158.31
TEXAS CHILD SUPPORT SDU	INV0002149	08/16/2018	0009646845 MATTA, RAY	402-2-200-011-000	189.98
TEXAS CHILD SUPPORT SDU	INV0002152	08/16/2018	0013646700 GODFREY, AAR	401-2-200-011-000	141.69
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>489.98</b>
<b>Vendor: UNITED WAY OF CHAVES COUNTY</b>					
UNITED WAY OF CHAVES CO	INV0002132	08/16/2018	UNITED WAY PAYABLE	401-2-200-010-000	330.16
UNITED WAY OF CHAVES CO	INV0002132	08/16/2018	UNITED WAY PAYABLE	402-2-200-010-000	35.00
UNITED WAY OF CHAVES CO	INV0002132	08/16/2018	UNITED WAY PAYABLE	427-2-200-010-000	6.00
UNITED WAY OF CHAVES CO	INV0002132	08/16/2018	UNITED WAY PAYABLE	431-2-200-010-000	0.06
UNITED WAY OF CHAVES CO	INV0002132	08/16/2018	UNITED WAY PAYABLE	452-2-200-010-000	10.00
<b>Vendor UNITED WAY OF CHAVES COUNTY Total:</b>					<b>381.22</b>
<b>Vendor: VALERIE J. RAMIREZ</b>					
VALERIE J. RAMIREZ	INV0002161	08/16/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
<b>Vendor VALERIE J. RAMIREZ Total:</b>					<b>92.31</b>
<b>Vendor: WAKEFIELD OIL CO. INC.</b>					
WAKEFIELD OIL CO. INC.	151778	08/10/2018	ACCT.#CHAVES	402-6-653-230-000	379.28
<b>Vendor WAKEFIELD OIL CO. INC. Total:</b>					<b>379.28</b>
<b>Grand Total:</b>					<b>128,224.88</b>

## Fund Summary

Fund	Expense Amount
401 - GENERAL FUND	30,399.92
402 - ROAD FUND	34,657.11
408 - EAST GRAND PLAINS VOLFIRE	150.54
410 - MIDWAY VOLUNTEER FIRE FND	35.88
411 - BERRENDO VOLUNTEER FIRE	323.46
427 - INDIGENT HOSPITAL CLAIMS	433.06
431 - PUBLIC SAFETY GRANT	35.00
432 - DWI GRANT FUNDS	4,383.85
435 - CORRECTION GRANTS	140.88
437 - ENVIRONMENTAL TAX	51.60
452 - FLOOD CONTROL	570.27
650 - DETENTION CONSTRUCTION PJ	57,043.31
<b>Grand Total:</b>	<b>128,224.88</b>

## Account Summary

Account Number	Account Name	Expense Amount
401-2-200-010-000	UNITED WAY PAYABLE	330.16
401-2-200-011-000	MISCELLANEOUS PAYABL	141.69
401-2-200-018-000	CHILD ENFORCEMENT P	2,650.54
401-2-200-020-000	RETIREE H/C PAYABLE	9,046.13
401-2-200-022-000	PRE-PAID LEGAL PAYABL	386.65
401-6-611-253-000	DUES & OTHER FEES	2,600.00
401-6-611-260-000	PROFESSIONAL SERVICE	179.61
401-6-612-226-000	MILEAGE REIMBURSEME	191.70
401-6-612-253-000	DUES & OTHER FEES	100.00
401-6-613-226-000	MILEAGE REIMBURSEME	191.70
401-6-613-246-000	DRUG & ALCOHOL PROG	463.68
401-6-613-341-000	UTILITIES	121.87
401-6-614-224-000	EMPLOYEE TRAINING	25.00
401-6-614-253-000	DUES & OTHER FEES	50.00
401-6-616-341-000	UTILITIES	121.87
401-6-621-341-000	UTILITIES	487.49
401-6-622-341-000	UTILITIES	462.28
401-6-624-341-000	UTILITIES	558.94
401-6-625-341-000	UTILITIES	121.87
401-6-631-341-000	UTILITIES	252.15
401-6-632-341-000	UTILITIES	163.06
401-6-645-264-000	FEEDING OF PRISONERS	3,214.68
401-6-645-341-000	UTILITIES	14.72
401-6-691-257-000	FACILITY MAINT/REPAIR	300.00
401-6-691-340-000	TELEPHONE	94.79
401-6-692-341-000	UTILITIES	81.85
401-6-693-341-000	UTILITIES	1,542.21
401-6-696-267-000	CONTRACTUAL SERVICES	641.89
401-7-721-341-000	UTILITIES	1,730.61
401-7-731-341-000	UTILITIES	1,026.26
401-7-741-341-000	UTILITIES	743.01
401-7-751-341-000	UTILITIES	2,363.51
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	1,757.77
402-2-200-022-000	PRE-PAID LEGAL PAYABL	170.40
402-2-200-024-000	ALTONS POWER BLOCK	26.95
402-6-651-340-000	TELEPHONE	56.55
402-6-653-230-000	SUPPLIES/TOOLS	379.28
402-6-653-251-000	RENTALS	3,235.72
402-6-653-290-000	PAVING PROJECTS-COOP	28,665.19
402-6-653-291-000	ROAD PROJECTS-OTHER	1.81

**Account Summary**

Account Number	Account Name	Expense Amount
408-8-812-340-000	TELEPHONE	97.42
408-8-812-341-000	UTILITIES	53.12
410-8-816-341-000	UTILITIES	35.88
411-8-814-341-000	UTILITIES	323.46
427-2-200-010-000	UNITED WAY PAYABLE	6.00
427-2-200-020-000	RETIREE H/C PAYABLE	95.79
427-2-200-024-000	ALTONS POWER BLOCK	24.10
427-6-638-340-000	TELEPHONE	55.01
427-6-638-341-000	UTILITIES	252.16
431-2-200-010-000	UNITED WAY PAYABLE	0.06
431-2-200-018-000	CHILD ENFORCEMENT P	11.13
431-2-200-020-000	RETIREE H/C PAYABLE	23.81
432-2-200-020-000	RETIREE H/C PAYABLE	133.51
432-4-402-684-000	D.W.I. DISTRIBUTION GR	0.34
432-7-761-267-000	CONTRACTUAL SERVICES	4,250.00
435-2-200-020-000	RETIREE H/C PAYABLE	39.79
435-6-643-340-000	TELEPHONE	101.09
437-2-200-020-000	RETIREE H/C PAYABLE	51.60
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	405.65
650-6-684-264-000	FEEDING OF PRISONERS	56,395.31
650-6-684-268-000	HOUSING OF PRISONERS	648.00
	<b>Grand Total:</b>	<b>128,224.88</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	128,224.88
<b>Grand Total:</b>	<b>128,224.88</b>



A handwritten signature in black ink is written over a rectangular stamp. The signature is cursive and appears to read 'John Smith'. The stamp is mostly illegible but seems to contain some text and possibly a date or time.



Chaves County, NM

# Expense Approval Register

Packet: APPKT00743 - CHECK RUN/08/20/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: OSBALDO VASQUEZ					
OSBALDO VASQUEZ	CC018676	08/20/2018	SHORT TERM DISABILITY	401-7-758-102-000	500.00
				<b>Vendor OSBALDO VASQUEZ Total:</b>	<u>500.00</u>
				<b>Grand Total:</b>	<u><u>500.00</u></u>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	500.00
<b>Grand Total:</b>	<b>500.00</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-7-758-102-000	REGULAR SALARIES	500.00
	<b>Grand Total:</b>	<b>500.00</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	500.00
<b>Grand Total:</b>	<b>500.00</b>

A handwritten signature in black ink, appearing to be "Janet H. [unclear]", written over a horizontal line.



Chaves County, NM

# Expense Approval Register

Packet: APPKT00749 - CHECK RUN/08/27/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: ANAKAREN SIFUENTES</b>					
ANAKAREN SIFUENTES	CC018708	08/27/2018	SHORT TERM DISABILITY	401-6-645-102-000	232.27
			<b>Vendor ANAKAREN SIFUENTES Total:</b>		<b>232.27</b>
<b>Vendor: OSBALDO VASQUEZ</b>					
OSBALDO VASQUEZ	CC018709	08/27/2018	SHORT TERM DISABILITY	401-7-758-102-000	500.00
			<b>Vendor OSBALDO VASQUEZ Total:</b>		<b>500.00</b>
			<b>Grand Total:</b>		<b>732.27</b>

**Fund Summary**

Fund	Expense Amount
401 - GENERAL FUND	732.27
<b>Grand Total:</b>	<b>732.27</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-6-645-102-000	REGULAR SALARIES	232.27
401-7-758-102-000	REGULAR SALARIES	500.00
	<b>Grand Total:</b>	<b>732.27</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	732.27
<b>Grand Total:</b>	<b>732.27</b>

~~Approved For Payment~~  




# Expense Approval Register

Packet: APPKT00755 - CHECK RUN/08/31/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: BAMBI NALLEY</b>					
BAMBI NALLEY	INV0002189	08/30/2018	SEELY DM-2013-443	401-2-200-018-000	115.38
					<b>Vendor BAMBI NALLEY Total: 115.38</b>
<b>Vendor: BENCHMARK BUSINESS SOLUTIONS</b>					
BENCHMARK BUSINESS SOL	23258634	08/27/2018	ACCT.#003-1344694-000	670-6-671-375-000	204.80
					<b>Vendor BENCHMARK BUSINESS SOLUTIONS Total: 204.80</b>
<b>Vendor: BILLY A. WOOD</b>					
BILLY A. WOOD	1706	08/16/2018	ANNUAL ADVANCE HOSTING	432-7-761-237-000	314.23
					<b>Vendor BILLY A. WOOD Total: 314.23</b>
<b>Vendor: CARRIE HARDY</b>					
CARRIE HARDY	INV0002186	08/30/2018	Thomas Ray/DM-2010-331	401-2-200-018-000	250.00
					<b>Vendor CARRIE HARDY Total: 250.00</b>
<b>Vendor: COOPERATIVE EDUCATIONAL SVCS.</b>					
COOPERATIVE EDUCATIONAL	24-079403	08/27/2018	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,041.44
COOPERATIVE EDUCATIONAL	24-079510	08/29/2018	ACCT.#CHAVESCOUNTY	402-6-653-104-000	1,133.54
					<b>Vendor COOPERATIVE EDUCATIONAL SVCS. Total: 2,174.98</b>
<b>Vendor: ERGON ASPHALT EMULSIONS INC</b>					
ERGON ASPHALT EMULSION	9401905095	08/21/2018	ACCT.#926628	402-6-653-290-000	35.00
ERGON ASPHALT EMULSION	9401905096	08/21/2018	ACCT.#926628	402-6-653-290-000	70.00
ERGON ASPHALT EMULSION	9401906151	08/22/2018	ACCT.#926628	402-6-653-290-000	35.00
ERGON ASPHALT EMULSION	9401907197	08/23/2018	ACCT.#926628	402-6-653-290-000	9,003.52
ERGON ASPHALT EMULSION	9401907198	08/23/2018	ACCT.#92668	402-6-653-290-000	3,407.33
ERGON ASPHALT EMULSION	9401908558	08/26/2018	ACCT.#926628	402-6-653-290-000	7,737.62
ERGON ASPHALT EMULSION	9401909430	08/27/2018	ACCT.#926628	402-6-653-290-000	7,912.74
ERGON ASPHALT EMULSION	9401910527	08/27/2018	ACCT.#926628	402-6-653-290-000	1,401.20
ERGON ASPHALT EMULSION	9401910529	08/28/2018	ACCT.#926628	402-6-653-290-000	9,382.92
ERGON ASPHALT EMULSION	9401910530	08/28/2018	ACCT.#926628	402-6-653-290-000	2,630.28
					<b>Vendor ERGON ASPHALT EMULSIONS INC Total: 41,615.61</b>
<b>Vendor: GRAPHEN WERKZ</b>					
GRAPHEN WERKZ	144	08/13/2018	DECALS LARGE VAN	401-7-752-230-000	450.00
					<b>Vendor GRAPHEN WERKZ Total: 450.00</b>
<b>Vendor: HECTOR RAMIREZ</b>					
HECTOR RAMIREZ	CC018711	08/29/2018	SAN JUAN COUNTY/08/23/1	650-6-684-228-000	10.00
					<b>Vendor HECTOR RAMIREZ Total: 10.00</b>
<b>Vendor: JEANINE CORN BEST</b>					
JEANINE CORN BEST	INV0002188	08/30/2018	J.BEST/ Cause # DM-2007-01	452-2-200-018-000	154.62
					<b>Vendor JEANINE CORN BEST Total: 154.62</b>
<b>Vendor: NANCY FRAM</b>					
NANCY FRAM	CC018722	08/30/2018	LEASE/110 E. MESCALERO R	635-6-682-375-000	11,000.00
					<b>Vendor NANCY FRAM Total: 11,000.00</b>
<b>Vendor: NEW MEXICO GAS COMPANY INC</b>					
NEW MEXICO GAS COMPAN	CC018721	08/22/2018	ACCT.#075706312-0781188-	412-8-815-341-000	30.61
					<b>Vendor NEW MEXICO GAS COMPANY INC Total: 30.61</b>
<b>Vendor: NEW MEXICO PROPERTY &amp; EVIDENCE TECH</b>					
NEW MEXICO PROPERTY & E	2018-00008	08/01/2018	CUSTOMER ID #CHAVESCO S	401-7-751-224-000	150.00
NEW MEXICO PROPERTY & E	2018-00009	08/01/2018	CUSTOMER ID #CHAVESCO S	401-7-751-224-000	150.00
					<b>Vendor NEW MEXICO PROPERTY &amp; EVIDENCE TECH Total: 300.00</b>
<b>Vendor: NEWMEX FUNERAL SERVICE</b>					
NEWMEX FUNERAL SERVICE	CC018723	08/23/2018	PERMIT #14907	427-6-639-296-000	600.00
					<b>Vendor NEWMEX FUNERAL SERVICE Total: 600.00</b>

## Expense Approval Register

Packet: APPKT00755 - CHECK RUN/08/31/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
<b>Vendor: NM RETIREE HEALTH CARE AUTHORITY</b>					
NM RETIREE HEALTH CARE A	INV0002174	08/15/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	3.12
NM RETIREE HEALTH CARE A	INV0002206	08/30/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	6,568.62
NM RETIREE HEALTH CARE A	INV0002206	08/30/2018	NM RETIREE HEALTH CARE P	402-2-200-020-000	1,763.87
NM RETIREE HEALTH CARE A	INV0002206	08/30/2018	NM RETIREE HEALTH CARE P	427-2-200-020-000	95.79
NM RETIREE HEALTH CARE A	INV0002206	08/30/2018	NM RETIREE HEALTH CARE P	432-2-200-020-000	133.51
NM RETIREE HEALTH CARE A	INV0002206	08/30/2018	NM RETIREE HEALTH CARE P	435-2-200-020-000	39.79
NM RETIREE HEALTH CARE A	INV0002206	08/30/2018	NM RETIREE HEALTH CARE P	437-2-200-020-000	51.60
NM RETIREE HEALTH CARE A	INV0002206	08/30/2018	NM RETIREE HEALTH CARE P	452-2-200-020-000	405.65
NM RETIREE HEALTH CARE A	INV0002207	08/30/2018	NM Retiree HealthCare Law	401-2-200-020-000	2,523.40
NM RETIREE HEALTH CARE A	INV0002207	08/30/2018	NM Retiree HealthCare Law	431-2-200-020-000	22.25
NM RETIREE HEALTH CARE A	INV0002215	08/28/2018	NM RETIREE HEALTH CARE P	401-2-200-020-000	29.52
<b>Vendor NM RETIREE HEALTH CARE AUTHORITY Total:</b>					<b>11,637.12</b>
<b>Vendor: RANDALL KINCAID</b>					
RANDALL KINCAID	CC018710	08/28/2018	TYLER USER MEETING/08/22	401-7-731-225-000	148.97
<b>Vendor RANDALL KINCAID Total:</b>					<b>148.97</b>
<b>Vendor: SANTA FE COUNTY</b>					
SANTA FE COUNTY	CHV-07-2018	08/01/2018	HOUSING OF INMATES	650-6-684-228-000	2,590.00
<b>Vendor SANTA FE COUNTY Total:</b>					<b>2,590.00</b>
<b>Vendor: SOUTHWESTERN PUBLIC SERVICE CO</b>					
SOUTHWESTERN PUBLIC SER	CC018712	08/22/2018	ACCT.#54-3943811-2	452-8-832-341-000	187.39
SOUTHWESTERN PUBLIC SER	CC018713	08/24/2018	ACCT.#54-3949442-7	401-6-645-341-000	1,113.52
SOUTHWESTERN PUBLIC SER	CC018713	08/24/2018	ACCT.#54-3949442-7	401-6-692-341-000	502.69
SOUTHWESTERN PUBLIC SER	CC018713	08/24/2018	ACCT.#54-3949442-7	401-6-692-341-000	5,690.34
SOUTHWESTERN PUBLIC SER	CC018714	08/23/2018	ACCT.#54-3943785-9	412-8-815-341-000	136.69
SOUTHWESTERN PUBLIC SER	CC018714	08/23/2018	ACCT.#54-3943782-6	412-8-815-341-000	122.26
SOUTHWESTERN PUBLIC SER	CC018715	08/20/2018	ACCT.#54-3943772-4	401-6-691-243-000	36.23
SOUTHWESTERN PUBLIC SER	CC018716	08/24/2018	ACCT.#54-3943607-4	401-7-751-341-000	54.81
SOUTHWESTERN PUBLIC SER	CC018717	08/22/2018	ACCT.#54-0010784288-9	412-8-815-341-000	89.36
SOUTHWESTERN PUBLIC SER	CC018718	08/20/2018	ACCT.#54-3943703-1	401-6-691-243-000	35.84
SOUTHWESTERN PUBLIC SER	CC018719	08/20/2018	ACCT.#54-3943686-9	401-6-691-243-000	31.69
SOUTHWESTERN PUBLIC SER	CC018720	08/22/2018	ACCT.#54-8936266-1	412-8-815-341-000	39.04
<b>Vendor SOUTHWESTERN PUBLIC SERVICE CO Total:</b>					<b>8,039.86</b>
<b>Vendor: STATE OF N.M. GENERAL SERVICES DEPT.</b>					
STATE OF N.M. GENERAL SER	GSD-056318	08/22/2018	CUST. CODE #C-C0004-35403	401-6-619-317-000	8,585.87
<b>Vendor STATE OF N.M. GENERAL SERVICES DEPT. Total:</b>					<b>8,585.87</b>
<b>Vendor: STATE OF NEW MEXICO</b>					
STATE OF NEW MEXICO	INV0002170	08/15/2018	000372913	401-2-200-018-000	13.50
STATE OF NEW MEXICO	INV0002171	08/15/2018	000202259	401-2-200-018-000	13.50
STATE OF NEW MEXICO	INV0002172	08/15/2018	000357902	401-2-200-018-000	13.50
STATE OF NEW MEXICO	INV0002183	08/30/2018	C Childress/Cause# 0001110	401-2-200-018-000	66.44
STATE OF NEW MEXICO	INV0002183	08/30/2018	C Childress/Cause# 0001110	431-2-200-018-000	4.64
STATE OF NEW MEXICO	INV0002185	08/30/2018	A.Perez/Cause# 165742	401-2-200-018-000	151.85
STATE OF NEW MEXICO	INV0002187	08/30/2018	S Ouillette/000085580	401-2-200-018-000	201.23
STATE OF NEW MEXICO	INV0002190	08/30/2018	J.JOHNSON 000088516	401-2-200-018-000	449.08
STATE OF NEW MEXICO	INV0002191	08/30/2018	RAMIREZ/000327532	401-2-200-018-000	213.23
STATE OF NEW MEXICO	INV0002192	08/30/2018	000154416 J. TARIN	401-2-200-018-000	94.62
STATE OF NEW MEXICO	INV0002193	08/30/2018	8954 MATTA	402-2-200-018-000	138.46
STATE OF NEW MEXICO	INV0002195	08/30/2018	000237989-SALSABERRY	401-2-200-018-000	179.08
STATE OF NEW MEXICO	INV0002196	08/30/2018	000207247-PADILLA	401-2-200-018-000	100.91
STATE OF NEW MEXICO	INV0002197	08/30/2018	000161340-PADILLA	401-2-200-018-000	100.91
STATE OF NEW MEXICO	INV0002198	08/30/2018	000112931-PADILLA	401-2-200-018-000	100.91
STATE OF NEW MEXICO	INV0002199	08/30/2018	000324111-GODFREY	401-2-200-018-000	168.00
STATE OF NEW MEXICO	INV0002201	08/30/2018	000386026	401-2-200-018-000	138.46
<b>Vendor STATE OF NEW MEXICO Total:</b>					<b>2,148.32</b>
<b>Vendor: TEXAS CHILD SUPPORT SDU</b>					
TEXAS CHILD SUPPORT SDU	INV0002184	08/30/2018	AG# 0012436698/Cause#CC-	401-2-200-018-000	147.99
TEXAS CHILD SUPPORT SDU	INV0002184	08/30/2018	AG# 0012436698/Cause#CC-	431-2-200-018-000	10.32

Expense Approval Register

Packet: APPKT00755 - CHECK RUN/08/31/18

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
TEXAS CHILD SUPPORT SDU	INV0002194	08/30/2018	0009646845 MATTA,RAY	402-2-200-011-000	189.98
TEXAS CHILD SUPPORT SDU	INV0002200	08/30/2018	0013646700 GODFREY, AAR	401-2-200-011-000	141.69
<b>Vendor TEXAS CHILD SUPPORT SDU Total:</b>					<b>489.98</b>
<b>Vendor: THOMASON LAW FIRM</b>					
THOMASON LAW FIRM	INV0002209	08/30/2018	KRYSTAL GONZALEZ M-7-CV-	401-2-200-011-000	323.98
<b>Vendor THOMASON LAW FIRM Total:</b>					<b>323.98</b>
<b>Vendor: VALERIE J. RAMIREZ</b>					
VALERIE J. RAMIREZ	INV0002208	08/30/2018	H. RAMIREZ DM-2017-00105	401-2-200-018-000	92.31
<b>Vendor VALERIE J. RAMIREZ Total:</b>					<b>92.31</b>
<b>Vendor: WAKEFIELD OIL CO. INC.</b>					
WAKEFIELD OIL CO. INC.	151929	08/13/2018	ACCT.#CHAVES	402-6-653-230-000	343.26
WAKEFIELD OIL CO. INC.	151931	08/13/2018	ACCT. # CHAVES	402-6-653-230-000	1,006.20
<b>Vendor WAKEFIELD OIL CO. INC. Total:</b>					<b>1,349.46</b>
<b>Grand Total:</b>					<b>92,626.10</b>

**Fund Summary**


Fund	Expense Amount
401 - GENERAL FUND	29,151.19
402 - ROAD FUND	47,232.36 ✓ 150
412 - SIERRA VOLUNTEER FIRE FND	417.96
427 - INDIGENT HOSPITAL CLAIMS	695.79
431 - PUBLIC SAFETY GRANT	37.21
432 - DWI GRANT FUNDS	447.74
435 - CORRECTION GRANTS	39.79
437 - ENVIRONMENTAL TAX	51.60
452 - FLOOD CONTROL	747.66
635 - EMERGENCY/CAPITAL OUTLAY	11,000.00
650 - DETENTION CONSTRUCTION PJ	2,600.00
670 - INTERNAL SERVICES	204.80
<b>Grand Total:</b>	<b>92,626.10</b>

**Account Summary**

Account Number	Account Name	Expense Amount
401-2-200-011-000	MISCELLANEOUS PAYABL	465.67
401-2-200-018-000	CHILD ENFORCEMENT P	2,610.90
401-2-200-020-000	RETIREE H/C PAYABLE	9,124.66
401-6-619-317-000	UNEMPLOYMENT CLAIM	8,585.87
401-6-645-341-000	UTILITIES	1,113.52
401-6-691-243-000	HIGHWAY LIGHTS	103.76
401-6-692-341-000	UTILITIES	6,193.03
401-7-731-225-000	PER DIEM EXPENSE	148.97
401-7-751-224-000	EMPLOYEE TRAINING	300.00
401-7-751-341-000	UTILITIES	54.81
401-7-752-230-000	SUPPLIES/TOOLS	450.00
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	1,763.87
402-6-653-104-000	TEMPORARY SALARIES	2,174.98
402-6-653-230-000	SUPPLIES/TOOLS	1,349.46
402-6-653-290-000	PAVING PROJECTS-COOP	41,615.61
412-8-815-341-000	UTILITIES	417.96
427-2-200-020-000	RETIREE H/C PAYABLE	95.79
427-6-639-296-000	INDIGENT BURIAL	600.00
431-2-200-018-000	CHILD ENFORCEMENT P	14.96
431-2-200-020-000	RETIREE H/C PAYABLE	22.25
432-2-200-020-000	RETIREE H/C PAYABLE	133.51
432-7-761-237-000	SUBSCRIPTIONS/PUBLIC	314.23
435-2-200-020-000	RETIREE H/C PAYABLE	39.79
437-2-200-020-000	RETIREE H/C PAYABLE	51.60
452-2-200-018-000	CHILD ENFORCEMENT P	154.62
452-2-200-020-000	RETIREE H/C PAYABLE	405.65
452-8-832-341-000	UTILITIES	187.39
635-6-682-375-000	LEASE PURCHASES	11,000.00
650-6-684-228-000	TRANSPORT PRISONERS	2,600.00
670-6-671-375-000	LEASE PURCHASE PAYME	204.80
<b>Grand Total:</b>		<b>92,626.10</b>

**Project Account Summary**

Project Account Key	Expense Amount
**None**	92,626.10
<b>Grand Total:</b>	<b>92,626.10</b>

Approved By: 



# August 2018 P-Card Report

Account	Department	Item Total
401-2-200 Total	Benefit Source (Payroll)	\$21,968.10
401-6-611 Total	Commissioners	\$449.50
401-6-612 Total	County Manager	\$709.77
401-6-613 Total	Human Resources	\$738.51
401-6-614 Total	Safety	\$7,362.79
401-6-616 Total	Fire & Emergency Services	\$5,248.26
401-6-619 Total	Working Capital	\$180.65
401-6-621 Total	Public Works	\$1,262.89
401-6-622 Total	Information Technology	(\$70.05)
401-6-624 Total	Planning & Zoning	\$1,773.47
401-6-625 Total	Purchasing	\$39.49
401-6-631 Total	Finance Dept	\$1,461.41
401-6-632 Total	Community Development	\$163.65
401-6-641 Total	Detention Administration	\$1,485.56
401-6-642 Total	Adult Detention	\$2,063.68
401-6-645 Total	Juvenile CCJD	\$1,625.13
401-6-691 Total	Facility Maintenance	\$4,312.02
401-6-692 Total	Courthouse Maintenance	\$6,024.23
401-6-693 Total	Facility Maintenance. Health Dept.	\$1,219.73
401-6-696 Total	Operating Expense - CCDC	\$6,626.73
401-6-699 Total	St. Mary Complex	\$149.46
401-7-721 Total	Clerk Admin	\$1,875.19
401-7-722 Total	Clerk Bureau Elec.	\$229.58
401-7-731 Total	Assessor Admin	\$1,158.63
401-7-732 Total	Assessor Appraisal	\$852.28
401-7-741 Total	Treasurer Dept.	\$732.19
401-7-751 Total	Sheriff Admin	\$7,598.81
401-7-752 Total	Sheriff Patrol & Investigation	\$3,570.14
402-6-651 Total	Road Admin	\$2,839.41
402-6-652 Total	Road Shop	\$2,882.88
402-6-653 Total	Road Construction & Maintenance	\$21,189.62
402-6-654 Total	Road Vector Control	\$530.25
407-8-811 Total	Dunken FD	\$547.06
408-8-812 Total	East Grand Plains FD	\$1,503.86
409-8-813 Total	Penasco FD	\$684.16
410-8-816 Total	Midway FD	\$6,211.21
411-8-814 Total	Berrendo FD	\$12,839.73
412-8-815 Total	Sierra FD	\$9,751.13
413-8-818 Total	Rio Felix FD	\$1,245.15
414-8-819 Total	Fire District #8	\$9,183.92
427-6-638 Total	Indigent	\$233.58

<b>432-7-761 Total</b>	DWI	\$1,768.30
<b>432-7-765 Total</b>	DWI	\$63.08
<b>432-7-766 Total</b>	DWI	\$4,357.00
<b>452-8-832 Total</b>	Flood Dept.	\$11,400.68
<b>620-7-725 Total</b>	Clerk	\$4,832.20
<b>628-7-733 Total</b>	Assessor	\$838.92
<b>631-8-872 Total</b>	Other Grant's & Contracts	\$547.13
<b>631-8-885 Total</b>	Other Grant's & Contracts	\$209.00
<b>631-8-886 Total</b>	Other Grant's & Contracts	\$27.47
<b>650-6-684 Total</b>	CCDC Construction Fund	\$13,349.37
<b>670-6-671 Total</b>	Internal Services	\$12,171.87
<b>Grand Total</b>		\$200,018.78



**Britt Snyder, Sheriff**  
jbsnyder@co.chaves.nm.us

## Sheriff's Monthly Statistics Report August 2018

Commission Meeting: September 20, 2018

Total Number of Arrests: 87

Adult: 85

Juvenile: 2

Total Number of DWI's: 4

Total Number of Arrest Citations: 16

Adult: 10

Juvenile: 6

Total Number of Traffic Citations: 170

Total Number of Accident Reports: 9

CCSO Mileage Report  
August 2018

Unit #	Year	Make	Model	Assigned to	Mileage Beg.	Mileage End	Total
937	2015	Chevy	Caprice	Alba, Alberto	62065	64851	2786
957	2014	Ford	Taurus	At Road Dept	99842	99842	0
910	2014	Ford	F-150 4x4	Baker, Shane	54636	56300	1664
941	2014	Ford	Taurus	Barrientos, Miguel	75367	78901	3534
900	2013	Ford	Taurus	Beagles-Clark, Amanda	109980	111631	1651
930	2014	Ford	Taurus	Cassidy, Maria	37535	38520	985
921	2013	Ford	Taurus	Chavez, Rebecca	129338	132428	3090
933	2017	Ford	Explorer	Childress, Colter	19960	20964	1004
901	2016	Ford	F-250 Crew Cab	Drake, Charles	78665	81730	3065
938	2015	Chevy	Caprice	Hardy, Travis	74516	76533	2017
909	2010	Ford	F-150	Hite, Laura (AC)	133607	135260	1653
905	2017	Ford	F-150	Hohle, Doug	22575	23690	1115
931	2008	Ford	Crown Victoria	Mason, James	113332	114499	1167
951	2010	Ford	Crown Victoria	McDaniel, Dallas	76429	76754	325
915	2008	Dodge	Charger	Ornelas, Daniel	88415	88940	525
902	2009	Ford	F-150	Ouilette, Scott	173669	175288	1619
906	2013	Ford	Taurus	Padilla, Olivia/Wrecked	127643	127643	0
946	2014	Ford	Taurus	Parmer, Jeromy	100490	103390	2900
929	2013	Ford	Explorer	Perez, Agustin	56455	57230	775
923	2005	Ford	F-150	Perham, Doug	103538	103906	368
944	2014	Ford	Taurus	Ramirez, Giovanni	82765	83692	927
912	2016	Ford	Expedition 4x4	Ramirez, Hector	47945	51220	3275
911	2016	Ford	Expedition 4x4	Ramirez, Joel	50045	54471	4426
913	2016	Ford	Expedition 4x4	Ray, Mike	47674	49140	1466
943	2014	Ford	Taurus	Sanchez, Jacob	65729	68285	2556
960	2007	Ford	Crown Victoria	Sedillo, Tony	98274	101156	2882
939	2015	Chevy	Caprice	Seely, Will	66173	66173	0
903	2014	Ford	F-150	Serna, Jimmy (AC)	60397	62542	2145
955	2013	Ford	Focus	Serrano, Agustin (Civil)	79963	81799	1836
934	2017	Ford	Explorer	Shannon, Mike	37496	40215	2719
945	2014	Ford	Taurus	Silvas, Pedro	81845	83984	2139
947	2013	Chevy	Tahoe	Snyder, Britt	39745	40153	408
919	2009	Ford	Crown Victoria	Spare	146428	146428	0
924	2008	Ford	Crown Victoria	Spare	126631	126631	0
942	2011	Ford	Crown Victoria	Spare	114152	114152	0
948	2011	Ford	Crown Victoria	Spare	124478	124478	0
952	2010	Ford	Expedition	Spare/Johnson, James	136599	137467	868
953	2010	Ford	Expedition	Spare/At Road Dept.	135182	135182	0
908	2013	Ford	Taurus	Stephenson, Landon	132242	133595	1353
918	2006	Ford	Van	Transport	117406	118182	776
928	2010	Dodge	Van	Transport	148645	149762	1117
962	2015	Dodge	Caravan	Transport	87877	90209	2332
920	2008	Ford	Crown Victoria	Valderaz, Raul	86970	87800	830
956	2014	Ford	Taurus	Padilla, Olivia	87600	89568	1968
935	2017	Ford	Explorer	Whitzel, David	25955	28015	2060
					<b>TOTAL: 66326</b>		