



# *Colfax County*

## *Board of Commissioners*

P.O. Box 1498 • Raton, New Mexico 87740  
Ph. (575) 445-9661 • Fax. (575) 445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)



### County Commissioners

Si Trujillo  
Chairman  
Raton, NM 87740  
(505) 617-6893

Mary Lou Kern  
Vice Chairman  
Raton, NM 87740  
505-617-6895

Bret E. Wier  
Member  
P.O. Box 664  
Angel Fire, NM 87710  
(505) 652-0039

Monte K. Gore  
Colfax County Manager  
230 North 3rd Street  
Raton, NM 87740  
(575) 445-9661

### Elected Officials

Lydia M. Garcia  
County Treasurer  
(575) 445-3171

Kristi E. Graham  
County Assessor  
(575) 445-2314

Royal Quint  
Probate Judge  
(575) 445-9565

## **Notice Public Input Forum**

PUBLIC NOTICE IS HEREBY GIVEN that there will be a Public Input Forum held on Tuesday, August 22, 2023, at 8:30 am in the Commission Chambers, 3<sup>rd</sup> Floor at the Colfax County Building, Raton NM regarding the Infrastructure Capital Improvement Plan (ICIP) for fiscal year 2025-2029.

Done this 15<sup>th</sup> Day of August 2023



# Colfax County

## Board of Commissioners

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### REGULAR MEETING August 22, 2023 AGENDA

#### County Commissioners

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PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Regular Session on Tuesday, August 22, 2023, at 9:00 A.M., in the Commission Chambers, 3rd Floor at the Colfax County Building, Raton, NM for the following:

This agenda can be viewed at the Colfax County Website at [www.co.colfax.nm.us](http://www.co.colfax.nm.us)

1. Call to Order
2. Pledge of Allegiance
3. Salute to the New Mexico Flag
4. Approve Agenda
5. Approve Regular Meeting Minutes for August 8, 2023,
6. Recognize Visitors
7. Public Comment
8. Presentation: Board of County Commissioners, Block 128 Lots 1-8, Block 29 Lots 1-8, Idlewild, Donna Woolsey
9. Discussion – Tri-State, Colfax County Solid Waste Concerns
10. Discuss/Action – Claim of Exemption # 13, Randolph Cruz, and Elizabeth Lopez
11. Discuss/Action – Resolution 2023-28, A Resolution Supporting State Representative Jennifer Jones' Request for The Governor to Deploy The New Mexico National Guard to The Southern Border
12. Discuss/Action – Resolution 2023-29, A Resolution Authorizing Investments of Monies in Local Short-Term Investments Fund
13. Discuss/Action – Resolution 2023-30, County Cooperative Agreement Between NM Department of Transportation and Colfax County, Control #L400623
14. Discuss/Action – Resolution 2023-31, A Resolution Adopting the 2025-2029 Infrastructure Capital Improvement Plan (ICIP)
15. Discuss/Action – Memorandum of Agreement, Colfax County Commissioners and Krossroads Integrative Health and Recovery Solutions Inc.
16. Commissioners' Docket
17. Managers' Docket
18. Adjourn

Done this 15<sup>th</sup> day of August 2023

*Salute to the New Mexico Flag – "I salute the flag of the State of New Mexico and the Zia Symbol of perfect friendship among united cultures."*

# Infrastructure Capital Improvement Plan FY 2025-2029

## Colfax County Project Summary

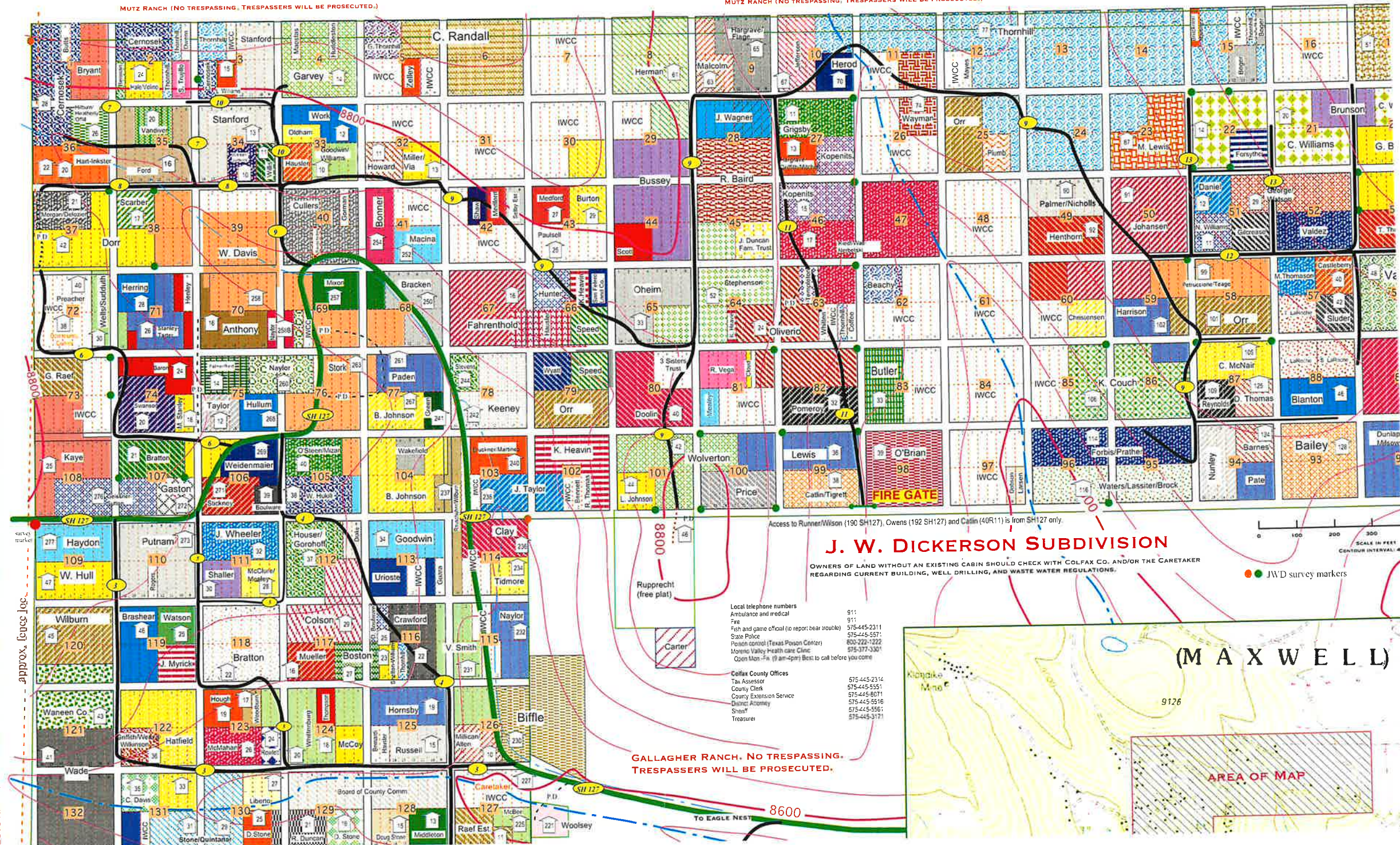
ID	Year	Rank	Project Title	Category	Funded to date	2025	2026	2027	2028	2029	Total Project Cost	Amount Not Yet Funded	Phases?
41717	2025	001	Network Infrastructure Upgrades	Equipment - Other	500,000	0	0	0	0	0	500,000	0	No
10815	2025	002	Colfax County Courthouse Renovation	Facilities - Administrative Facilities	310,000	0	145,500	0	200,000	200,000	855,500	545,500	Yes
41828	2025	003	Purchase and Equip County Clerk Admin Building	Facilities - Administrative Facilities	0	0	0	0	0	0	0	0	No
41794	2025	004	Purchase and equip law enforcement vehicles	Facilities - Administrative Facilities	0	0	0	0	0	0	0	0	No
14450	2025	005	Colfax County Road & Bridge Improvements	Transportation - Highways/Roads/Bridges	0	800,000	0	0	0	0	800,000	800,000	No
40808	2026	001	New Main Fire Station for Moreno Valley Fire Distr	Facilities - Fire Facilities	0	0	850,000	0	0	0	850,000	850,000	No
37821	2026	002	Colfax County Event Center Renovation	Facilities - Convention Facilities	20,000	1,070,000	0	0	0	0	1,090,000	1,070,000	No
30101	2026	003	Major Rehab of Runway 17-35	Transportation - Airports	0	0	0	0	832,000	0	832,000	832,000	No
30097	2026	004	Automated Weather Observing System Update	Transportation - Airports	0	0	0	180,000	0	0	180,000	180,000	No
10067	2026	005	Colfax County Health Clinic Projects/Upgrades	Facilities - Housing-Related Cap Infrastructure	52,627	0	0	0	357,000	0	409,627	357,000	No
30100	2027	001	Extend Hangar Airport Taxiways	Transportation - Airports	0	0	0	0	0	224,000	224,000	224,000	No
20722	2027	002	Mora/Colfax Headstart Upgrades	Facilities - Housing-Related Cap Infrastructure	0	0	0	245,000	0	0	245,000	245,000	No
12780	2027	003	Mental Health Building	Facilities - Housing-Related Cap	0	0	312,000	0	0	0	312,000	312,000	Yes

Infrastructure Capital Improvement Plan FY 2025-2029

Projects/Upgrades				Infrastructure									
13218	2027	004	Taos Colfax Community Services Projects/Upgrades	Facilities - Administrative Facilities	0	0	345,000	0	0	0	345,000	345,000	Yes
32828	2028	001	Developmentally Disabled Workshop Building Improve	Facilities - Other	180,000	0	0	40,000	0	0	220,000	40,000	No
Number of projects:			15										
			Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:		Total Not Yet Funded:		
Grand Totals			1,062,627	1,870,000	1,652,500	465,000	1,389,000	424,000	6,863,127		5,800,500		



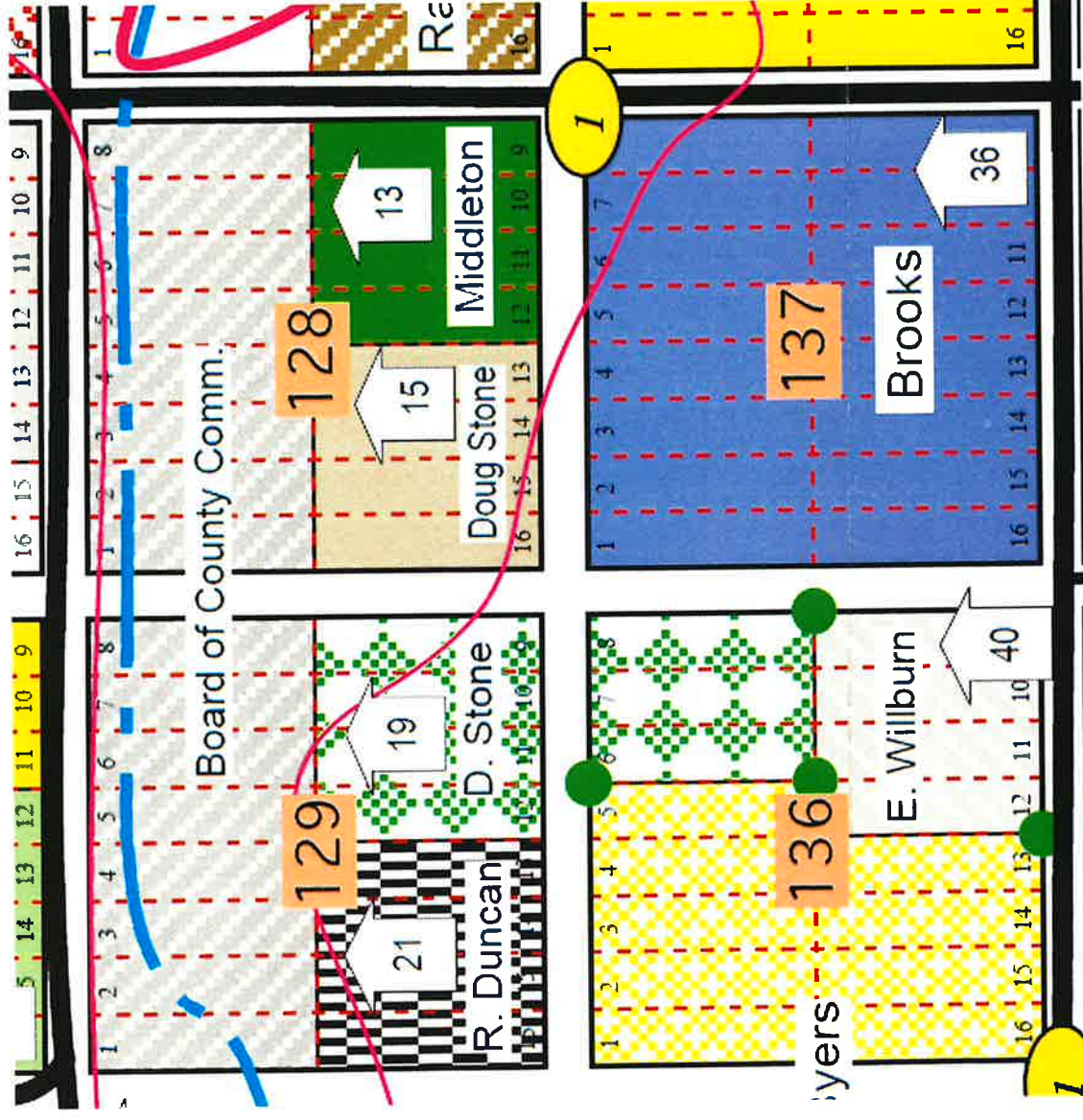
MUTZ RANCH (NO TRESPASSING. TRESPASSERS )



AREA OF MAP

●● JWD survey markers



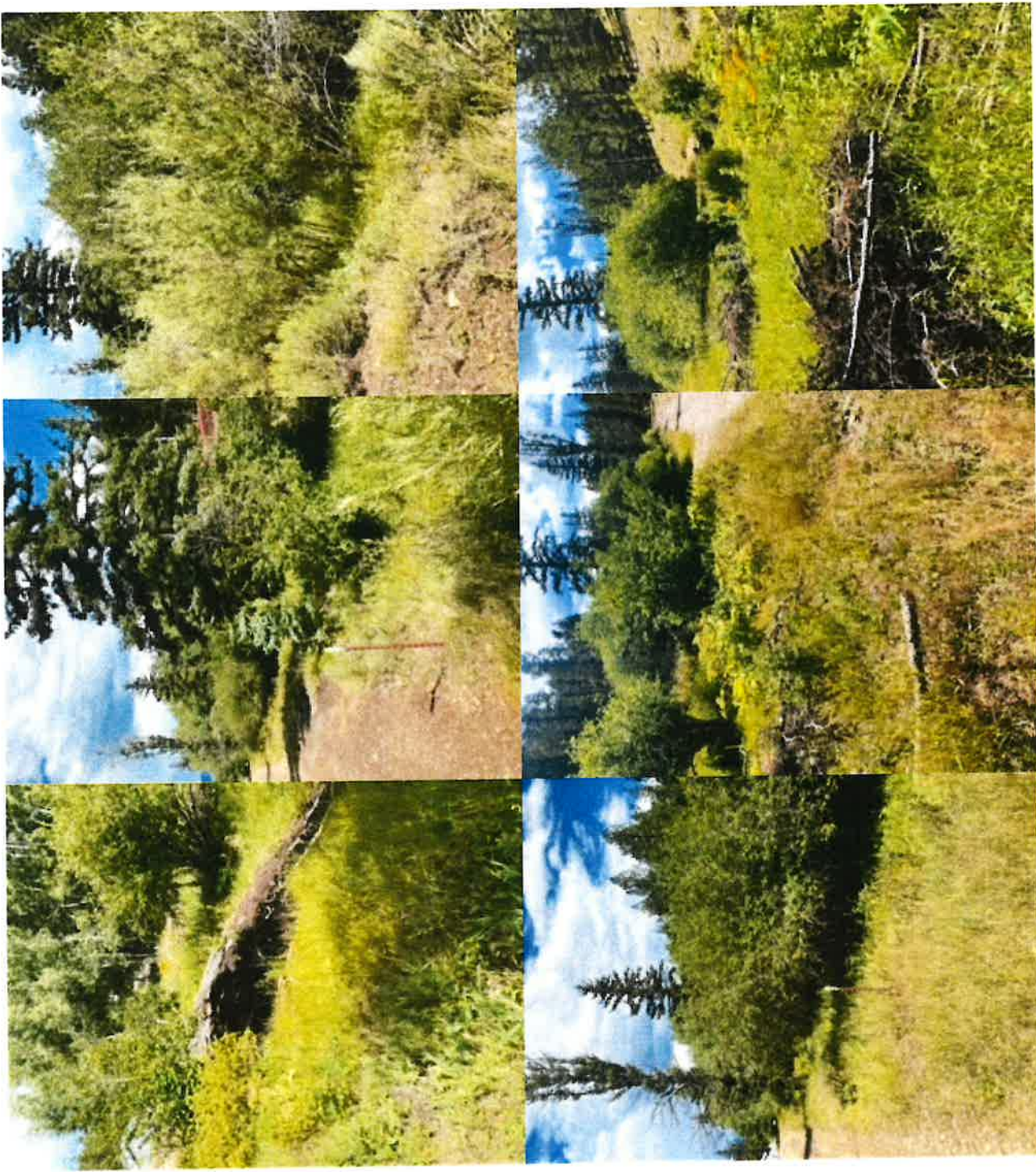




**Tina Colangelo**

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**From:** Donna Woolsey <dwoolsey222@gmail.com>  
**Sent:** Wednesday, August 2, 2023 3:55 PM  
**To:** Tina Colangelo  
**Subject:** Re: pictures of the property



Sent from my iPhone  
Donna Woolsey

On Jul 26, 2023, at 1:55 PM, Tina Colangelo <tcolangelo@co.colfax.nm.us> wrote:

# **MEMORANDUM OF AGREEMENT COLFAX COUNTY COMMISSIONERS AND KROSSROADS INTEGRATIVE HEALTH & RECOVERY SOLUTIONS INC.**

This MOA shall be entered into between the Colfax County Commissioners and Krossroads Behavioral Health, Inc. (Krossroads).

The purpose of this MOA is to provide Krossroads Integrative Health and Recovery Solution, Inc. ("KIHRs")'s service to the County with regard to work outlined in this Scope of Work signed between Krossroads and the Behavioral Health Services Division (BHSD) documented SA 24-6307903-0001 which is attached hereto as Exhibit 1.

## **1. Scope of Work**

A. Exhibit 1 and the Contractor or its front office will be responsible for providing following services to the County's Vigil-Maldonado Detention Center ("VMDC").

B. Support all office functions.

C. Work in tandem with the VMDC's warden to support checking clients in, scheduling providers in the electronic health record (EHR) system.

D. Chart management- must be able to navigate an electronic health record system to support records requests for clients and community agencies and court system.

E. Manage Telehealth session logistics for intake, screenings, and assessments with providers who are available via Telehealth.

F. Make appointments, track and call and send out via the EHR appointment reminders.

G. Be able to troubleshoot sending faxes, emails, and hard copy communications.

H. Must be able to upload documents to charts.

I. Clean and sanitize facility as needed, collaborate with other agencies and providers.

J. Provides customer service skills and de-escalate clients and people walking in if needed.

K. Support compliance reports, and staffing's answering phones and transferring calls, support legal clients and sending court paperwork to attorneys, upload documents to charts.

L. Work collaboratively with administrators- schedulers in other sites and VMDC's staffs and warden and be able to work cohesively, professionally, and ethically with all clients and staff.

M. Provide transportation services as to adult inmates from Colfax County to treatment center designated by the Courts and/or transitional housing sites and/or behavior institutes if applicable and will work with the New Mexico Department of Corrections related to transportation services from the Court designated behavior institute or treatment facility or transitional housing sites to VMDC after the two weeks from the release of the VMDC.

## **2. Compensation**

A. The SOW and budget related to this Agreement will pay for 3 -25% authorized full-time equivalent (FTE) Detention Center Officers to offset the cost of moving inmates to secure areas for treatment.

The County must send an invoice to the Contractor and the Contractor will submit the invoice to BHSD. Upon receipt of payment of the invoice from BHSD to the Contractor, the Contactor will have 30 days to provide payment to the County via check or electronic fund transfer (ACH) which will be decided between the parties.

Colfax County must provide the invoice to Krossroads for up to three FTE at 25% that support coordination of services in the below mentioned manner:

Job Type: Three Part Time Detention Center Officer (FTE) at 25%.

Pay:

Detention Center Officer -1-

There will be three detention Officers at this rate to cover three shifts 25% FTE at a pay rate up to  $\$22.32/\text{hr.} \times 2080 = \$46,425.60 / 25\% = \$11,606$ .

Benefits: 0. Total 25% FTE is \$11,606.

Detention Center Office -2- 25% FTE at up to  $\$22.32/\text{hr.} \times 2080 = \$46,425.60 / 25\% = \$11,606$ .

Benefits: 0. Total 25% FTE is \$11,606.

Detention Center Office -3- 25% FTE at up to  $\$22.32/\text{hr.} \times 2080 = \$46,425.60 / 25\% = \$11,606$ . Benefits: 0

Total 25% FTE is \$11,606.

## **3. Term**

This Agreement runs from July 1, 2023 unless terminated hereinafter or allowed by the State Grant or Funds. Work hours shall be determined by the Contractor to provide the contracted services as soon as possible.

#### **4. Renewal**

County shall have the right, but not the obligation, to renew this Contract under the same terms and conditions including compensation, as exist for the current term allowed by BHSD subject to satisfactory performance by the Contractor to the County.

#### **5. Termination By Either Party.**

A. This contract may be terminated by either party upon forty five (45) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party subject to approval from the BHSD.

B. In the event of such termination, the County shall contact BHSD and request Krossroads' compensation shall be prorated to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Krossroads become unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, Krossroads or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

**THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY KROSSROADS' DEFAULT/BREACH OF THIS AGREEMENT.**

#### **6. Termination By The County.**

A. Subject to approval from the BHSD, this Contract may be terminated by the County for its convenience and without cause upon forty five (45) days prior written notice to Krossroads.

B. Immediately upon receipt by either Colfax County or Krossroads of notice of termination of this Agreement, Krossroads shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

#### **7. Assignment.**

This Contract shall not be assignable except at written consent of the parties hereto, and if so assigned, shall extend to and be binding upon the successors and assigns of the parties hereto.

**8. Hold Harmless.**

Krossroads further agrees to indemnify and hold County and its commissioners, other elected officials, employees, agents, attorneys, successors and assigns harmless from any and all claims, suits, causes of action, damages, costs and expenses, including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or in any way resulting from Krossroads' activities or actions or with respect to his actions or omissions whether such activities, actions or omissions shall be within or outside of the scope of duties. The parties hereto believe that neither NMSA 1978, Section 56-7-1 nor 56-7-2, concerning indemnity, apply to this agreement, provided, however, if a court of competent jurisdiction determines that the provisions of either statute shall apply to this agreement, this obligation to indemnify will be limited and construed so as not to extend to liabilities of any kind that are beyond the scope of indemnity permitted by such statute that is held to apply. This indemnity shall survive the termination of the contract for any reason.

**9. Records and Financial Audit.**

Krossroads shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during Krossroads' term and effect and retain them for a period of seven (7) years from the date of final payment under this Contract. The records shall be subject to inspection by Colfax County, BHSD, the Department of Finance and Administration and the State Auditor.

**10. Status of Independent Contractor.**

Krossroads are independent contractor for Colfax County and are not employees of Colfax County. Krossroads and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Colfax County as a result of this Agreement. Krossroads acknowledge that all sums received hereunder are reportable by Krossroads for tax purposes, including without limitation, self-employment and business income tax. The Krossroads agrees not to purport to bind Colfax County unless the Krossroads has express written authority to do so, and then only within the strict limits of that authority.

**11. Subcontracting.**

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

**12. Conflict of Interest; Governmental Conduct Act.**

The Krossroads represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.



The Krossroads further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10.

**13. Amendment.**

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

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

**14. Merger.**

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

**15. Equal Opportunity Compliance.**

The Krossroads agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Krossroads assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement.

**16. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County. Prior to any action for recovery of any disputes and or termination of the Agreement, both Parties shall engage in a meeting to address the matters in good faith. However, if the parties cannot resolve issues in their meeting, any dispute arising out of these provisions of this Agreement shall be mediated between the parties within thirty (30) days of the giving of the notice of the dispute, in Colfax County, New Mexico with a mediator mutually agreeable to the parties, or, in the absence of such agreement, a mediator appointed by a judge of the District Court of Colfax County.



**17. Insurance.**

See Exhibit 2 attached hereto.

**18. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**19. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**20. Notices.**

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

Krossroads  
Jeannie Kovacs  
Executive Director  
400 Gold Avenue, SW Ste 1300 W.  
Albuquerque, NM 87102

Regina Slade, Warden  
Vigil-Maldonado Detention Center  
444 Hereford Street  
Raton NM 87740  
Phone: (575) 445-3691

**21.** Effective date: The parties hereby stipulate the effective day shall be July 1, 2023 because this is a pure procedural and remedial measure. *See Winfree v. Northern Pacific Railway Co.*, 227 U.S. 296, 33 S.Ct. 273, 57 L.Ed. 518; *Strategical Demolition Torpedo Co. v. United States*, 110 F. Supp. 264, 266 (Ct. Cl. 1953)).

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year first mentioned above.

ATTEST:

BOARD OF COMMISSIONERS OF  
COLFAX COUNTY, NEW MEXICO

\_\_\_\_\_  
County Clerk, Rayetta Trujillo

\_\_\_\_\_  
Chairman, Si Trujillo

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date


\_\_\_\_\_  
Vice-Chair, Mary Lou Kern

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member, Bret Weir

\_\_\_\_\_  
Date

Krossroads



8/14/23

Jeannie Kovacs

Executive Director

400 Gold Avenue, SW Ste 1300 W.

Albuquerque, NM 87102

**EXHIBIT 1 (Scope of Work Agreement between the Krossroads and BHSD)**

## **Scope of Work**

### **Krossroads Integrative Health and Recovery Solutions Inc.**

**Lead Agency:** BHSD

**State Fiscal Year:** SFY24 (July 1, 2023 - June 30, 2024)

**Services:** Non-Client Services

**Billing Type:** Encounters

**Funding:** SGF State General Funds

**Fund Pool:** B500 : SGF: Mental Health (State)

**Project:** R.I.S.E.

**CFDA# (If Applicable):** N/A

**Budget/Allocation:** Up To \$140,304.00

**\* Note:** This allocation may be adjusted as needed during the fiscal year. This adjustment may lead to a potential increase or decrease based on consumer need and the ability of the provider to utilize funding.

This Vendor Agreement shall not become effective until SA 24-630-7903-0001 has been fully executed. This Agreement shall have the effective date of July 1, 2023 or of last signature date on SA 24-630-7903-0001, whichever is later. Agreements drafted prior to August 31, 2023 shall also adhere to the effective date of July 1, 2023 or of last signature date on SA 24-630-7903-0001.

The funding amount indicated in this SOW (if any) is not guaranteed and the state agency reserves the right to reassign funding at any time for any reason. Falling Colors is not responsible for State-approved allocations or payments paid over or under the initial SOW amount.

Krossroads Integrative Health and Recovery Solution, Inc. shall perform the work outlined in this Scope of Work and, when applicable Appendices, which are hereby incorporated and made a part of the Agreement. This Vendor Agreement shall not become effective until SA 24-630-7903-0001 has been fully executed. This Agreement shall have the effective date of July 1, 2023 or of last signature date on SA 24-630-7903-0001, whichever is later. Agreements drafted prior to August 31, 2023 shall also adhere to the effective date of July 1, 2023 or of last signature date on SA 24-630-7903-0001.

When applicable, all vendors/providers who receive funds from the Behavioral Health Services Division (BHSD)/Behavioral Health Collaborative and provide behavioral health services must be enrolled as an approved Medicaid provider in order to receive funding. The BHSD/Behavioral Health Collaborative is the payor of last resort for behavioral health services

for adults and children covered by Medicaid. When a Medicaid covered service is provided to a Medicaid eligible client, those services must be billed to Medicaid.

This does not mean that programs and services that are require anonymity (e.g., domestic violence, sexual violence, shelters, etc.) will be billed to Medicaid. This does not apply to providers and agencies receiving funds under BHSD Prevention programs. There are no changes in billing for these providers or agencies.

## **I. PROGRAM/PROJECT DESCRIPTION and TARGET POPULATION**

The Behavioral Health Services Division authorizes Krossroads Integrative Health and Recovery Solution, Inc.'s RISE (Reach, Intervene, Support and Engage) Program to work with program participants.

The RISE program is a collaboration with the state to provide targeted public health intervention services to individuals incarcerated within its detention center.

Intervention services are provided to reduce reincarceration and homelessness rates and to improve reentry services and healthcare diagnoses for its participants.

The target population is comprised of persons incarcerated for nonviolent offenses and who have behavioral health (BH) needs and/or diagnoses.

## **II. PROGRAM/PROJECT REQUIREMENTS**

Provider shall:

- a. Ensure clinical services are provided by adequately trained, licensed and qualified staff as appropriate and as stipulated by the New Mexico Licensing Board.
- b. As applicable, as a BHSD funded vendor and a provider in the 988 Crisis Now continuum of care, the vendor is required to enroll and become a part of the Open Beds platform in order to receive and administer referrals.
- c. ALL staff having direct contact with children (ages 0-21) in state custody at least 50% of their work time and their supervisors/managers, should have a minimum of 6 hours of Trauma Informed Care Training, with specific focus on The Effects of Child Traumatic Stress, especially in context of the Child Welfare System and The Effects of Trauma on Child Development, behaviors, and functioning. All other staff, including administrative staff and Management or Executive level position ("leaders") are required to attend at least two (2) hours of trauma-responsive training annually.
- d. Adhere to the specifications of its HSD/BHSD approved plan and budget.
- e. Ensure the approved plan maintains the principles of a validated model for individuals involved in the criminal justice system. (e.g. Sequential Intercept Model/Mapping and/or Stepping up Initiative).
- f. Identify and deliver appropriate resources that may increase protective factors against relapse and recidivism including access to housing; education; employment; transportation; and positive social interaction.
- g. Create linkages and support transitions to Centennial Care, Managed Care



Organization services for qualifying RISE participants.

- h. Enable access for RISE participants to receive peer services or activities from certified peer support workers (CPSW).
- i. Provide trauma informed and culturally sensitive systems of care across the array of RISE services.
- j. Ensure Providers are appropriately trained in trauma informed and culturally sensitive systems of care.
- k. Provide detention center staff access to trauma-informed, culturally/gender sensitive training and professional development relevant to the goals and objectives of the RISE program. Trainings must be evidence based and pre-approved by the BHSD program management.
- l. Participate in a program evaluation and work with BHSD liaison and evaluators, as specified in the respective grant/contract agreement, regulations and other requirements.
- m. Provide access to program personnel and all relevant programmatic and administrative data, as specified under the direction of BHSD or BHSDSTAR, as legally attainable.
- n. Participate in quarterly meetings with other RISE providers as requested and scheduled by BHSD with advance notice.
- o. Maintain ongoing communication with BHSD liaison (or designee) throughout the course of the RISE program, to include obtaining prior approval to change any portion of the approved plan.
- p. Identify and support activities and resources that may minimize risk of negative impacts to participants' mental health and well-being and increases protective factors related to social determinants of health.
- q. Participate in RISE program specific technical assistance as arranged through a BHSD approved contractor.
- r. Trauma Informed Care Training must be completed within 90 days of hire by new staff. Providers must make reasonable efforts to train existing staff to these standards as quickly as possible. For existing staff, 70% of the staff must meet these training requirements by December 31, 2023 to comply.

Please click on the link for Provider Alert for Trauma Informed Care Training: [BHSD Required Trauma Training \(constantcontact.com\)](https://constantcontact.com).

### III. DELIVERABLES AND REPORTS

**Goal 1:** To reduce reincarceration, homelessness rates and improve reentry services and healthcare diagnoses for incarcerated nonviolent offenders who have behavioral health (BH) needs and/or diagnoses.

**Tactic:** Increase the number of behavioral and physical health services made available to program participants during incarceration, at time of release and in the community; as appropriate.

**Performance Measures:**

- a. Develop and establish eligibility criteria for services. The minimum criteria must include how services will support individuals incarcerated for nonviolent offenses, individuals who have behavioral health (BH) needs and/or diagnoses, and case management for a minimum of 14 days upon re-entry. Additional criteria may be set by provider and tailored to address their unique RISE programming. Clients must have been diagnosed with a substance use, or co-occurring disorder(s). Copy of eligibility criteria to be sent to BHSD program manager and cross-site evaluator no later than October 10, 2023.
- b. Provide a minimum of two (2) Evidence Based Behavioral Health (BH) services delivered in the jail via an individual or group setting and provided, or supervised, by a licensed behavioral health specialist.
- c. Employ, or contract, a navigation specialist for a minimum of twenty (20) hours per week to work with staff and participants for coordination of services from intake through release and as participants return try to the community.
- d. Ensure access to certified peer support in the detention center, or upon returning to the community. Access may occur through a linked referral to, or contract with, a certified peer support worker (CPSW) or program.
- e. Ensure, or provide, intensive case management upon reentry to the community for a period of no less than fourteen (14) business days.
- f. One hundred percent (100%) of RISE participants who want to receive services shall have access to key resources such as physical care and/or outpatient behavioral health services, housing, transportation, education and employment.
- g. One Hundred percent (100%) of clients receiving re-entry services must be verified for Medicaid Centennial Care, Managed Care Organization (MCO) eligibility, and referred accordingly. Tracking of verification and referrals must be demonstrated through site developed documentation. Documentation to be submitted with each quarterly report beginning January 10, 2024.

**Goal 2:** Improve statewide behavioral health services and supports for individuals involved with the criminal justice system by applying lessons learned from county-level projects.

**Tactic:** Provide access to program personnel and all relevant programmatic and administrative data, as specified under the direction of BHSD or BHSDSTAR, as legally attainable.

- a. Participate in a minimum of two (2) quarterly RISE learning collaborative meetings between July 1, 2023 and June 30, 2024, as scheduled by BHSD with advance notice. Participation shall occur either in-person or virtually, as organized.



- b. Participate in a program evaluation and work with BHSD liaison and evaluators, as specified in the respective grant/contract agreement, regulations and other requirements.
- c. Detention center staff shall have access to Trauma-informed, culturally/gender sensitive training and professional development relevant to the goals and objectives consistent with the RISE program. Trainings must be evidence based and pre-approved by the BHSD program management.

**Tactic:** Provider shall enable BHSD to evaluate the quality of services across counties and assess RISE program outcomes through the collection of required program data.

**Performance Measures:**

- a. One hundred percent (100%) of participants shall be administered the BHSD approved standardized risk and needs assessment tools, with an eighty- five percent (85%) successful completion rate. Completed assessment tools shall be kept on file at each county site.
- b. Provider shall complete the BHSD issued report form monthly and submit the accumulation of the monthly data to the BHSD Liaison, and/or designated evaluator, on a quarterly basis.
- c. Develop and maintain a tracking system to collect, monitor, evaluate and report recidivism rates for the RISE program participants no later than close of business on October 1, 2023. (\*NOTE: For the purposes of this report, "Recidivism" is defined as a new offense that results in new charges).
- d. Provide and report data on recidivism rates for RISE participants every six months beginning July 1, 2023 and ending June 30, 2024.
- e. Participate in a minimum of one (1) site visit between July 1, 2023- June 30, 2024. Additional site visits per county may occur between these same dates, if deemed appropriate by HSD/BHSD.
- f. Evaluation data that is collected and managed shall be made available to BHSD staff as required and requested.

**Goal 3:** Maintain a high standard of fiscal management, invoicing and financial reporting.

**Tactic:** Provide progress on the project through collaboration with BHSD and Falling Colors.

**Performance Measure:**

- a. Invoices shall be submitted monthly into the Falling Colors data system no later than thirty (30) days after service delivery. Provider shall submit for reimbursement those services deemed reasonably necessary to support the program referenced above. All submissions must be accompanied by copies of

receipts. Access to receipts must be made available to BHSD for review/audit when requested.

- b. Invoiced amounts must comply with BHSD/RISE budget, unless previously approved by the BHSD program manager.

#### **IV. ANNUAL PROGRAM REPORT**

A final project narrative specific to this funding shall be submitted to BHSD at end of each fiscal year. This annual program report is due to the BHSD Program Manager by August 30, 2024. The report should include the following criteria but can include additional information by the provider, if needed:

- a. Number of unduplicated clients served.
- b. Program outcomes based on goals.
- c. Challenges and difficulties encountered, and methods used for addressing them.
- d. How program provided trauma responsive services and with cultural humility.
- e. Notable accomplishments.

If you have any questions, please contact your program manager or coordinator.

### Annual Financial Reports

An annual program report and financial report is required for all vendors. The type of financial report is dependent on the amount of the fiscal year allocation.

**Submitting a financial audit or report is a condition of this contract.**

**\*\*\*SOW will be rejected and will delay the process if Options are not selected.\*\*\***

**Please select 1 of the 2 options required text boxes - indicate "Yes" if applicable and "NA" if not. If you select option 2 (less than \$750,000) please select 1 of the 4 options under option 2.**

NA

The Vendor/Provider must add the report selection to the execution box.

1. A vendor that expends \$750,000 or more in Federal awards during the state fiscal year must have a single audit conducted in accordance with the Audit Requirements of the Federal Uniform Administrative Requirements. (Title 2, Subpart A, Chapter II Part 200, Subpart F, Subgroup 46, Section 200.501). This is due six months after the end of the vendor's fiscal year. **YES or NA**

OR

JK

2. A vendor that expends less than \$750,000 in Federal or State awards during the vendor's fiscal year must submit one of the following: **YES or NA (if yes, check 1 of these 4 options)**

- ☐ A financial audit prepared by a CPA (**if vendor is receiving \$750,000 or more from federal and/or state funding a financial audit prepared by a CPA is required and this is the only option**), or
- ☐ Management letter prepared by a CPA expressing an opinion about financial soundness, or
- ☒ Financial statement prepared by the vendor, or
- ☐ A balance sheet and profit/loss statement for the past 12 months.

**Submitting a financial audit or report is a condition of this Scope of Work.**

**\*\*\*The SOW will be rejected and will delay the process if Options are not selected.\*\*\***


The most recent financial audit or report must be submitted no later than 30 days after the close of the state's fiscal year.

Submit the report to [support@fallingcolors.com](mailto:support@fallingcolors.com) and [BHSD.FinanceTeam@hsd.nm.gov](mailto:BHSD.FinanceTeam@hsd.nm.gov)

**Vendor records must be available for review or audit by appropriate officials of the Federal and/or state government as needed.**

**EXECUTION PAGE**

**The Vendor/Provider must complete the Execution Page in its entirety for this Scope of Work to be fully executed. By signing below, I represent that I am an authorized signatory for the Vendor/Provider and have read and understand this Scope of Work.**

VENDOR/PROVIDER	
Crossroads Integrative Health and Recovery Solutions Inc.	
<b>Authorized Signature:</b> 	<b>Date:</b> 06/30/23
<b>Name (Please Print or Type):</b> Jeannie Kovacs	
<b>Title (Please Print or Type):</b> Executive Director	
<b>Address:</b> 400 Gold Ave SW Ste 1300 W, ABQ, NM 87102	
<b>E-Mail Address:</b> Jeannie.kovacs@crossroadsnm.org	
<b>Phone:</b> 405-473-8806	<b>Fax:</b>
<b>TIN:</b> 03-551172-00-9	<b>NPI:</b> 1891376125



## **VENDOR/PROVIDER INSTRUCTIONS FOR REQUIRED DOCUMENTS**

The document(s) that are being delivered to you have been approved by the State of New Mexico.

### **Instructions**

1. **Legal Name.** Review your Provider Name on the first page of the document to verify it is correct and that it is the Provider's legal name. If it is not, to have it corrected please email [support@fallingcolors.com](mailto:support@fallingcolors.com) the correct legal name as soon as possible.
2. **Notice and Contact Information.** If you are a new Provider receiving a Provider Agreement, completely fill in Provider's Address, Attention contact, Phone, and Email **Please be sure that all information is legible.**
3. **Execution Page.** Completely fill in all the blanks on the Execution Page (the last page of the document) including all the following information:
  - a) Print Name and Title of the signatory in a legible manner
  - b) Fill in Address, Email, Phone and Fax information
  - c) Insert TIN
  - d) Insert NPI (NA if no NPI)
  - e) Sign the Provider Agreement
4. **Return Executed Document(s).** Documents are returned electronically using DocuSign software once document(s) is executed. Instructions for DocuSign will come with the email from DocuSign.

***If you do not complete the document(s) in accordance with the instructions above, the document(s) will be returned to you to complete this step.***

#### a. Recovery Oriented Systems of Care (ROSC)

VMDC inmates are not provided the opportunity for an SUD or BH interventions and or assessments due to the short incarceration time in the VMDC. Barriers are then compounded upon release, due to the lack of access to timely referral to SUD and BH services. Additionally, the inmate is sent back to the same environment they offended in on their own without any support from a case manager or navigator. This risk and barrier are again expanded by the timeline it takes for the released parolee to be assigned to a probation officer who make the referral for BH/SUD service. Parolees are required to present at the probation office upon release. However, presenting does not provide an opportunity for a referral to BH/SUD/navigation services. If a parolee does have the opportunity to meet with a probation officer within two weeks, there may be a referral. Most parole assignments occur within two weeks to 30 days. Once the referral is made, there may be up to 30 days wait for the evaluation and by extension enrolled in BH/SUD/case management services. This window is where the parolee is at the highest risk of probation violation caused by relapse and recidivism. Parole violations make up 80% of VMDC new admissions. If a parolee violates probation, it is considered a new crime and a new admission. If a parolee is convicted of a new crime, then these individuals are ordered to undergo a *diagnostic evaluation*. A component of the parolee Conditions of Release (COR) order describe the parolee and or new admission to have a diagnostic evaluation. As describe earlier, this process may take months from reoffending, incarceration, to release to evaluation.

Krossroads endeavors to close this gap and provide and connect BH/SUD/Case Management services to incarcerated individuals while housed at the VMDC and provide intensive case management (navigation) upon release for 14 days to improve access to timely services, transitional housing, vocation training and employment and bridge the access to services for inmates/parolees with the same providers once they are released to reduce barriers, recidivism, promote progress in recovery while supporting re-engagement in the community and with families.

KIHRS is a full-service BH Community Clinic in Raton that will coordinate with VMDC. The Raton clinic is staffed with seven CPSW/CSW, 1 lead Navigator, two full time masters level Clinicians, two full office schedulers, and 2 LSAs. UA lab service from Genentox provide KIHRS lab services to individuals who are ordered to complete UAs in the treatment plan, COR or probation orders. The Chief Medical Officer/Clinical Officer, and three Psychiatric Nurse Practitioners provide services via Telehealth and ZOOM. KIHRS is the only behavioral health clinic in Colfax County with a Medical Doctor and RN on staff that travel to Raton two times a week for MAT and medication management. Service provided are MAT, Intake, Screening and Assessment (Treat First Medicaid model, biopsychosocial and psychiatric assessment), ASAM screenings, RANT Screening, IOP, UAs (scheduled and random), Individual and Group therapy and intensive Comprehensive Community Support Services (CCSS) to ready a client to enroll (once a diagnosis and treatment plan are derived) in our KIHRS programs. RISE clients will be enrolled in the Parallel Service Model (PSM), and after 2 weeks they will be enrolled in the reentry program. Both programs are client centered, are staffed by the same multidisciplinary team wrap services around each client.

The treatment plan will indicate diagnosis and level of recommended services. The RISE Navigator will work with the inmate/parole client to address and assess the emergent **Social Foundation(s) Support-** of the inmate/parolee prior to and post evaluation with a Care Plan. A Care Plan will be developed with the client to determine deficits in the five Medicaid domains. The Care Plan will prioritize the client emergent needs and provide focus on housing, crises management, health and outpatient care, legal needs, financial and or social programs assistance and employment and or education.

. These needs may reveal the parolee may need placement in transitional housing if the client is eligible for placement. The Navigator will also provide connection to medical services, vocational training, employment, transportation, address food inequity, and other community services. Ongoing (post 14 days of release) navigation service may include placement in long term safe housing, permanent employment, practice with interviews, gaining parenting skills, applying for social security/disability and or Medicaid, support reengagement and custody of children, obtain a driver's license, build life skills, provide access to transportation to (work-pharmacy-medical appts-court-probation, etc.), create stable finance management, provide support to complete disability paperwork, provide peer support, relapse prevention, in-home/community services, and support to enroll in education/school (GED)program(s).

DRAFT



Revised Budget

**Appendix C Budget Form**

**Budget Form (1 of 2)**

BHSD Budget Request	Part/Full Time	Total Salary	Hourly Rate	% of Devoted to this Project	Salary Requested for this Project	Fringe Benefit Requested for this Project	Total Salary and Benefits Requested for this Project
Personnel Services							
Position Title:	Navigator FT	\$42,640	20.50	100%	\$42,640	\$1,640	\$44,280
Position Title:	BH/Masters level Clinician	\$65,520	31.50	25%	\$16,380	\$756	\$17,136
Position Title:	Scheduler	\$47,840	23.00	30%	\$14,352	\$552	\$14,904
Position Title:	RISE Program Manager	\$90,000	43.2692	30%	\$27,000	\$1,038	\$28,038
Position Title:	Detention Center Officer 1	\$46,384	22.32	.25%	\$11,596	0	\$11,596
Position Title:	Detention Center Officer 2	\$46,384	22.32	.25%	\$11,596	0	\$11,596
Position Title:	Detention Center Officer 3	\$46,384	22.32	.25%	\$11,596	0	\$11,596

**Appendix C Budget form (2 of 2)**

Mileage	CPSW/CSW	Transp to Raton to ABQ- Transitional housing	100%	.22mile 230miles 1way 460 miles round trip \$101.20	5x month \$101.20x5= \$506x 12	\$506- round trip \$506x12= \$6,072	\$6,072
Per Diem	\$69	Transp to Raton to ABQ	100%		5x month x\$69=\$345	5x month x 12. months	\$4,140
Training	\$65/hr	30 hrs	100%	3 officers	Cultural Sensitivity		\$5,850
Grand Total							\$155,208



## Appendix D - Budget Justification

RISE Navigator - Full Time Employee (FTE) to be placed 100% time in the VM detention Center located in Colfax County at \$20.50/hr x 2080 (hours in a year for FTE) = \$42,640. Benefits: 10 Paid holidays annually at \$20.50x8x10=\$1640. Total FTE \$42,640+\$1640=\$44,280.

RISE BH Masters Level Clinician- FTE, 100% time housed at KIHRS Raton clinic but can easily see clients in person in the VM detention center (3 minutes away). This position is cost 305 of FTE at \$31.50/hr 2080=\$65,520/25%=\$16,380. Benefits: 10 paid holidays annually at \$31.50x8x10=\$2,520/30%=756. Total FTE \$65,520+\$2,520=\$68,040/30%=\$17,136.

RISE Scheduler- 30% FTE housed at Raton KIHRS clinic. \$23/hrx2080=\$47,840/30%=\$14,352. Benefits: 30% of 10 paid holiday is \$23x8x10/30%=\$552. Total 30% FTE \$14,352+\$552=\$14,904.

RISE Program Manager- 30% FTE at \$90,000/annually/90% = \$27,000. Benefits: 10 paid Holidays \$43.26x8x10=\$3,460/30%=1,038. Total 30% FTE \$27,000+\$1,038=\$28,038.

Detention Center Officer -1- There will be three detention Officers at this rate to cover three shift and training for three officers. 25% FTE at \$22.32/hr.x2080=\$46,425.60/25%=\$11,606. Benefits: 0. Total 25% FTE is \$11,606.

Detention Center Office -2- 25% FTE at \$22.32/hr.x2080=\$46,425.60/25%=\$11,606. Benefits: 0. Total 25% FTE is \$11,606.

Detention Center Office -3- 25% FTE at \$22.32/hr.x2080=\$46,425.60/25%=\$11,606. Benefits: 0. Total 25% FTE is \$11,606.

Subtotal Staff Budget: Total staff time across both agencies is \$135,160. Benefits: Paid holidays \$3,986. Total Staff allocation: \$139,146.

According to the IRS 2023 Mileage Rates is \$.22 for medical or moving purposes. Mileage: KIHRS has an average of transporting 5 clients a month to transitional housing facilities in ABQ over the last 12 months due to the lack of available housing in Clayton county. Raton to ABQ is 230 miles. Round trip is 460 miles. \$.22x460=\$101.20. 5 trips to relocate reentry clients to transitional living in ABQ a month is \$101x5=\$506. 12-month transportation reentry transitional housing cost is \$506x12=\$6,072.

Per Diem rates for transportation according to the GSA schedule is \$69 day. 5 days a month is \$69x5=\$345. 5x a month for 12 months = \$345x12=\$4,140.

Training: KIHRS will provide BH training to VM Detention center officers at a rate of \$65 per day for 30 hours to include Cultural Sensitivity Training at \$65/hr for 3 officers or 30x \$65x3=\$5,850. Sub Total for Mileage, Per Diem and Training is \$16,062

**Grand Total: \$155,208**

## **Exhibit 2**

### **INSURANCE:**

Coverage. Krossroads agrees to procure and maintain, at its sole expense, with solvent insurance companies eligible to do business in the state where Services are to be performed and rated by A.M. Best Company A-VI or higher or with underwriters at Lloyds of London or the Member Companies of the Institute of London Underwriters, policies of insurance with not less than the coverages and amounts outlined herein under attached hereto and made a part hereof. It is expressly understood and agreed that the insurance provisions of this Contract, including the minimum required limits herein under, are intended to assure that certain minimum standards of insurance protection are afforded to the County and the specifications herein of any amount or amounts of insurance shall be construed to support but not in any way to limit the liabilities and indemnity obligations of Krossroads. Coverage under all insurance required to be carried by Krossroads will be primary and non-contributory insurance and exclusive of any other existing valid and collectible insurance maintained by the County and each policy, with the exception of Workers Compensation, shall be endorsed to name the County as additional insureds. All policies of insurance required hereunder shall include a waiver of subrogation against the County and their insurers as specified in this Agreement.

Certificates of Insurance. Krossroads shall furnish, on terms and forms satisfactory to County, certificates of insurance evidencing that insurance has been secured; and no Services shall be commenced or monies owed for Services performed by Krossroads until the certificates are properly completed and on file with County (provided that commencement of Services or any payments for Services by County without a properly completed certificate of insurance shall not constitute a waiver of any rights of County hereunder). Such insurance policies and certificates must provide that written notice will be given to County prior to any material change in or cancellation of said insurance policies, and that such written notice must be given to County at the address provided in this Agreement at least thirty (30) days prior to the effective date of such change or cancellation. Upon receipt of such notice, County shall have the right to promptly terminate this contract under this Agreement. Krossroads shall also furnish Certificates of Insurance evidencing the renewal of each policy required or any material change to any such policies. Krossroads shall provide certified copies of all required insurance policies, including all endorsements, upon demand to County.

### **MINIMUM INSURANCE REQUIREMENTS:**

#### **Krossroads Insurance**

- A. Krossroads shall, at Krossroads' sole cost and expense, procure and maintain in full force and effect, and shall require its sub-contractor to procure and maintain, at all times during the term of this Contract, at least the minimum coverages and at least the minimum limits as set forth in this Contract. Upon request, Krossroads shall immediately provide copies of all of its insurance policies.
- B. In addition to any other insurance obligations or requirements set forth in this Contract, and without limiting the indemnity obligations of Krossroads or its insurers, at any and all times during the term of this Contract, Krossroads shall, at Krossroads' sole cost and expense, procure and maintain in full force and effect, and shall require its sub-contractor to procure and maintain, at all times during the term of this Contract, sufficient insurance or County-approved self-insurance (i) as may be required by law, and (ii) to protect Krossroads and County from third-party claims arising out of or connected with the performance of Services hereunder.

- C. Should any of Krossroads insurance policies, whether or not required by this Contract, contain provisions (including but not limited to additional insured endorsements, contractual liability coverages, or primary insurance status) which purport to limit either the Krossroads or County's coverage to any minimum limits and/or coverages required by written contract, the minimum limits and/or coverages required in this Contract shall automatically be amended to require the sum of all limits of Krossroads' liability insurance policies (whether primary, excess, umbrella, or otherwise).
- D. Insurers and Underwriters. Insurers and underwriters shall be satisfactory to County, authorized to do business in the jurisdiction where the Services are to be performed, and have A.M. Best rating of at least A- and financial rating of at least VII. All policies shall have adequate territorial and navigation limits for the location of the Services, including operations over water, if applicable.
- E. Primary and Noncontributory. Whether required or not required by this Contract, all insurance policies and coverage acquired by Krossroads shall extend to and protect County to the fullest extent. The amount of such coverage, including excess and umbrella insurance, shall be primary to, and receive no contribution from, any other insurance or self-insurance programs maintained by or on behalf of any other party or otherwise benefiting County. **THE LIMITS AND COVERAGE OF THE INSURANCE OBTAINED BY KROSSROADS SHALL IN NO WAY LIMIT THE LIABILITIES OR OBLIGATIONS ASSUMED BY KROSSROADS.**
- F. Additional Insured. All of Krossroads' insurance policies, whether or not coverage is required by this Contract, and excluding Worker's Compensation, shall be endorsed to name County as additional insureds. Endorsement shall be on a form substantially equivalent to ISO Form "20 10 11 85" covering both ongoing operations and products/completed operations and include coverage for the sole, joint, vicarious liability of County subject to the County's immunities and privileges. Should the additional insured endorsement(s) purport to limit County's coverage to any minimum limits and/or coverages required by written contract, the minimum limits and/or coverages required in this Contract shall, automatically be amended to require the sum of all limits of Krossroads' liability insurance policies (whether primary, excess, umbrella, or otherwise).
- H. Cancellation or Alteration. All of Krossroads' insurance policies, whether or not coverage is required by this Contract, shall be endorsed to provide that they may not be materially altered or cancelled without at least thirty (30) days prior written notice to County.
- I. Premiums, Deductibles and Self-Insured Retentions. The cost for any and all premiums, deductibles and self-insured retentions shall be solely for the account of Krossroads. Deductibles and self-insured retention amounts shall be disclosed on the certificate of insurance and subject to County's approval.
- J. Certificates of Insurance. Prior to the commencement of Services, Krossroads shall furnish County with current Certificates of Insurance, on forms provided by or acceptable to County, evidencing the coverage and conditions required herein.
1. In the event that Krossroads fails to provide County with such certificates, County has the right, but not the obligation, after five (5) days written notice to Krossroads, to obtain insurance on behalf of Krossroads, and to charge the cost to Krossroads or deduct the cost from payments to Krossroads.

2. Failure by Krossroads to acquire and/or maintain the insurance coverage and limits set forth in this Contract shall not act, nor shall it be construed, as relieving Krossroads from its obligations and responsibilities under this Contract, including without limitation, Krossroads' indemnification obligations hereunder. In the event Krossroads fails to obtain any of the required insurance, Krossroads shall itself be liable to County Group as an insurer to the same extent as if such insurance had been obtained.
3. County shall not be obligated to make any payments to Krossroads until properly and fully executed Certificate(s) have been provided to County; however, commencement of Services by Krossroads or payment by County shall not constitute a waiver by County of any rights in this Contract.

K. Policies.

1. Commercial General Liability Insurance. Occurrence form with limits of liability for bodily injury, death, and property damage not less than \$5,000,000 combined single limit per occurrence, and an aggregate annual limit not less than \$2,000,000. Coverage shall include:

- A. Sudden and Accidental Pollution Liability, including cleanup costs;
- B. Broad Form Blanket Contractual Liability specifically covering all liabilities and indemnifications assumed under this County;
- C. Personal Injury with no contractual liability exclusion;
- D. Independent Contractor Coverage for work let or sublet, with no exclusions, restrictions or limitations;
- E. Premises/Operations;
- F. Products/Completed Operations;
- G. Removal of any exclusions, restrictions, or limitation relating to explosion, collapse, or underground hazards;
- H. Removal of any Professional Liability Exclusions or Limitations; and
- I. Krossroads' employees or agent or sub contractor's claims.

2. Commercial Automobile Liability Insurance. Limits of liability for injury, death or property damage of not less than \$1,000,000 combined single limit per occurrence. Coverage shall include:

- A. Owned, hired and non-owned vehicles;
- B. Krossroads' employees as Insureds.

3. Workers' Compensation and Employer's Liability Insurance in accordance with statutory requirements of the states in which Services are being performed and complying with New Mexico State and federal laws and requirements, with Employer's Liability limits not less than \$1,000,000 per accident. No substitute policies shall be permitted. Coverage shall include:

- A. Occupational Disease;
- B. Other States Insurance;
- C. Voluntary Compensation; and
- D. Alternate Employer / Borrowed Servant Endorsements in favor of County;

4. Equipment/Property Insurance. Limits shall be in an amount of not less than the full replacement cost thereof. Coverage shall be on an "All Risk" form and replacement cost basis. Coverage shall include:

- A. 'All risks' of physical loss of or damage to property and equipment owned, leased or rented by, or otherwise in the care, custody or control of, Krossroads

or its sub-contractors, including employees of either, including but not limited to equipment, rigs, specialty tools and property used in the course of construction, including transit;

- B. Where applicable, such insurance shall be amended to include coverage for the perils of flood, earthquake (including subsidence) and exceeding the lifting capacity of machinery in operation;
- C. Any co-insurance requirements shall be waived.

5. Umbrella/Excess Liability Insurance with limits not less than [\$5,000,000] combined single limit. Coverage shall include:

- A. Coverage at least as broad and on a following form basis (i.e. no less restrictive) in excess of the underlying minimum coverages required in this Agreement;
- B. Specifically include Krossroads' contractual liability;
- C. Aggregate limits, if any, shall apply separately to each annual policy period.

Coverage under the General Liability is \$5 million

6. Professional Liability insurance, with limits not less than [\$1,000,000] and with a retroactive date preceding the effective date of this Contract.

- L. Additional Insurance. County requires the right to require Krossroads to provide additional insurance coverages and limits in the future.
- M. Indemnity. Notwithstanding the insurance requirements under this Contract, either County, Krossroads, or its Insurer(s) may fully enforce the indemnity and release provisions in this Contract. The insurance requirements under this Contract shall not constitute a waiver of the rights of any party or its insurer to enforce the indemnity, defense, and release obligations owed to them under this Contract. The failure to secure any insurance coverages required under this Contract or to secure any endorsements on insurance policies as may be necessary to comply with this Contract shall not relieve the breaching party from its obligations under this Contract, except as specifically provided herein.



# Colfax County

## Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740  
Ph. (575) 445-9661 • Fax. (575) 445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)



### County Commissioners

Si Trujillo  
Chairman  
Raton, NM 87740  
(505) 617-6893

Mary Lou Kern  
Vice Chairman  
Raton, NM 87740  
505-617-6895

Bret E. Wier  
Member  
P.O. Box 664  
Angel Fire, NM 87710  
(505) 652-0039

Monte K. Gore  
Colfax County Manager  
230 North 3rd Street  
Raton, NM 87740  
(575) 445-9661

### Elected Officials

Lydia M. Garcia  
County Treasurer  
(575) 445-3171

Kristi E. Graham  
County Assessor  
(575) 445-2314

Royal Quint  
Probate Judge  
(575) 445-9565

### RESOLUTION #2023-31

#### ADOPTING THE FY 2025-2029 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

**WHEREAS**, Colfax County, recognizes that the financing for public capital projects has become a major concern in New Mexico and nationally; and

**WHEREAS**, in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and

**WHEREAS** systematic capital improvements planning is an effective tool for communities to define their development needs, established priorities and pursue concrete actions and strategies to achieve necessary project development; and

**WHEREAS** this process contributes to local and regional efforts in project identification and selection in short- and long-range capital planning efforts.

**NOW THEREFORE**, The Colfax County Board of Commissioners that:

1. The County has adopted the attached FY 2025-2029 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document as is the first of many steps toward improving rational, long-range capital planning and budgeting for New Mexico's infrastructure.

PASSED, APPROVED AND ADOPTED this 22<sup>nd</sup> day of August 2023



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### COLFAX COUNTY BOARD OF COMMISSIONERS

---

Si Trujillo, CHAIRMAN

---

Mary Lou Kern, VICE-CHAIR

---

Bret Wier, MEMBER

ATTEST:

---

Rayetta M. Trujillo, CLERK OF THE BOARD





# Colfax County

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(575) 445-3171

Kristi E. Graham  
County Assessor  
(575) 445-2314

Royal Quint  
Probate Judge  
(575) 445-9565

### **RESOLUTION #2023-30** **County Cooperative Agreement Between New Mexico** **Department of Transportation and** **Colfax County for Control #L400623**

#### **PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the County of Colfax and the New Mexico Department of Transportation have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$189,001.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$141,751.00

And

- b. County of Colfax proportional matching shall be 25% or \$47,250.00.

**TOTAL PROJECT COST IS \$189,001.00**

The County of Colfax shall pay cost, which exceed the total amount of \$189,001.00.

Now therefore, be it resolved in official session that the County of Colfax determines, resolves, and orders as follows:

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

The agreement terminates on December 31, 2024 and the County of Colfax incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by the County of Colfax to enter into Cooperative Agreement, Control #L400623 with the New Mexico Department of Transportation For LGRF Project for year 2023-2024 to plan design, construction





# Colfax County

## Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740  
Ph. (575) 445-9661 • Fax. (575) 445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)



### County Commissioners

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Chairman  
Raton, NM 87740  
(505) 617-6893

Mary Lou Kern  
Vice Chairman  
Raton, NM 87740  
505-617-6895

Bret E. Wier  
Member  
P.O. Box 664  
Angel Fire, NM 87710  
(505) 652-0039

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Colfax County Manager  
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management, construction, reconstruction, pavement rehab, drainage improvements, and miscellaneous construction to various County roads within the control of the County of Colfax in Colfax County, New Mexico.

APPROVED IN OPEN MEETING THIS 22<sup>nd</sup> DAY OF AUGUST 2023.

### COLFAX COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Si Trujillo, Chairman

\_\_\_\_\_  
Mary Lou Kern, Vice Chairman

\_\_\_\_\_  
Bret E. Wier, Member

ATTEST:

\_\_\_\_\_  
RAYETTA M. TRUJILLO, CLERK OF THE BOARD



# Colfax County

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## RESOLUTION 2023-29

### RESOLUTION AUTHORIZING INVESTMENT OF MONIES IN LOCAL SHORT-TERM INVESTMENT FUND

**WHEREAS** local public bodies in New Mexico are authorized to participate in the Local Short-Term Investment Fund, established pursuant to Section 6-10-10-10.1 NMSA 1978, and operated by the New Mexico State Treasurer; and

**WHEREAS** Colfax County Desires to participate in the short-term investments fund.

**Now Therefore, Be It Resolved** that the Board of Commissioners for and on behalf of Colfax County authorizes the deposit and withdrawal of monies in the Local Short-Term Investments Fund operated by the State Treasurer.

**Be it Further Resolved** that the following officers or their successors are authorized to order the deposit or withdrawal of monies in the Local Short-Term Investments Fund until this authority is revoked by the action of Colfax County Board of Commissioners and a written notice of such action is received by the state treasurer.

Approved in open meeting this 22<sup>nd</sup> day of August 2023.

(Signature page to follow)



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### COLFAX COUNTY BOARD OF COMMISSIONERS

---

Si Trujillo, CHAIRMAN

---

Mary Lou Kern, VICE-CHAIR

---

Bret Wier, MEMBER

ATTEST:

---

Rayetta M. Trujillo, CLERK OF THE BOARD



# Colfax County

## Board of Commissioners

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### RESOLUTION 2023-28

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### **SUPPORTING STATE REPRESENTATIVE JENNIFER JONES' REQUEST FOR THE GOVERNOR TO DEPLOY THE NEW MEXICO NATIONAL GUARD TO THE SOUTHERN BORDER**

**WHEREAS** the Board of County Commissioners met in a regular meeting on August 22, 2023, at 9:00 a.m. in the Colfax County Commission Chambers, 3<sup>rd</sup> Floor at the Colfax County Building, Raton New Mexico; and,

**WHEREAS** NMSA 1978, Section 4-37-1 (1995) provides that Counties have the power to, "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants"; and,

**WHEREAS** NMSA, 1978, Section 4-38-18 (1976) provides that a Board of County Commissioner has the duty and authority "to represent the county and have the care of the county property and the management of the interest of the county in all cases where no other provision is made by law;" and,

**WHEREAS** illegal immigration and drug smuggling is controlled by the cartels who have flooded the United States with deadly fentanyl and created an unimaginable humanitarian crisis through human smuggling; and,

**WHEREAS** authorities encountered more than 2.76 million migrants crossing the border illegally last fiscal year, the largest number ever recorded, according to newly released U.S. Customs and Border Patrol (CBP) data; and,

**WHEREAS**, according to the US Department of homeland security "(while smugglers most often transport adult males, the number of women, children and family units seeking transport has increased dramatically in recent years. They often find themselves at risk for assault and abuse such as rape, beatings, kidnapping and robbery. Smugglers regularly overcrowd living and sleeping accommodations and withhold





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food and water. In addition, individuals who are smuggled may be forced into human trafficking situations upon their arrival in the U.S. or their families may be extorted;" and,

**WHEREAS** experts say fentanyl smuggling increased sharply in recent years. In 2022 alone, the DEA seized more than 50 million fake prescription pills laced with fentanyl along with more than 10,000 pounds of fentanyl powder. That's a doubling of fentanyl seizures from just a year before. It's widely believed far more fentanyl is reaching American streets and the cartels just keep getting stronger, fueled by fentanyl and human smuggling profits; and,

**WHEREAS**, according to the CDC, 107,375 people in the United States died of drug overdoses and drug poisonings in the 12-month period ending in January 2022. A staggering 67 percent of those deaths involved synthetic opioids like fentanyl; and

**WHEREAS**, here in the rural community of Colfax County, hardly a day goes by when there is not a report of a drug related crime or a young person overdosing. Too many times in the last year have we lost our youth to fatal overdoses and seen the consequences of overdose as early as elementary school. The members of this Board are all personally affected and weep at each death; and,

**WHEREAS**, State Representative Jenifer Jones has advised the Governor that the current crisis situation demands that all levels of government play an active role in protecting the safety of our state's population and limiting societal damage caused by the Federal Government's failure to secure our southern border, and has requested that the State direct its resources to the border immediately; and,

**WHEREAS**, the Board of Colfax County Commissioners is very concerned about the protection of our border, the citizens of the State and the migrants themselves considering the current drug and human smuggling crisis; and,



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**WHEREAS** this is not a political issue as it effects Democrats and Republicans alike and should be addressed by whomever is in the Governor's Office. To illustrate the bi partisan nature of the situation, in August 2005, former U.S. Ambassador to the United Nations and New Mexico Governor Bill Richardson (D) declared a state of emergency along the Mexican border, which region he characterized as having been "devastated by the ravages and terror of human smuggling, drug smuggling, kidnapping, murder, destruction of property, and the death of livestock."

**NOW, THEREFORE, BE IT RESOLVED** the Board of Colfax County Commissioners supports Representative Jones's request to utilize the State's resources to protect our border and the citizens of the State.

**BE IF FURTHER RESOLVED THAT** this Board requests the Governor, pursuant to the power set forth by Article V, Section 4 of the Constitution of the State of New Mexico making the Governor commander-in-chief of the military forces of this State, declare an emergency and deploy the National Guard of the State of New Mexico, including the Army National Guard, the Air Guard and the State Defense Force to New Mexico counties struggling to deal with the crisis to assist the Border Patrol and local law enforcement.

Approved in open meeting this 22<sup>nd</sup> day of August 2023.

(Signature page to follow)



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### COLFAX COUNTY BOARD OF COMMISSIONERS

\_\_\_\_\_  
Si Trujillo, CHAIRMAN

\_\_\_\_\_  
Mary Lou Kern, VICE-CHAIR

\_\_\_\_\_  
Bret Wier, MEMBER

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo, CLERK OF THE BOARD

CLAIM OF EXEMPTION  
COLFAX COUNTY  
STATE OF New Mexico

Date July 3rd, 2023  
Name of property owner(s) RANDOLPH CRUZ & ELIZABETH LOPEZ  
Address 82 HORSETHIEF GAP C-75 RURAL  
City, state, and zip code MIAMI NEW MEXICO 87729  
Telephone number(s) 818-751-4930

Location of property covered by this exemption  
REFERENCE ID # R017955 SUBD-MIAMI RANCH TRACT  
253 UPC 11161483303301 LAND 1 NE/4  
TRACT 25310

**Proof of payments of all property taxes, penalties, and interest and proof of payment of all solid waste fees and late fees must be submitted in accordance with the Colfax County Subdivision Regulations, prior to obtaining approval of an exemption from the requirements of the Colfax County Subdivision Regulations.**

To claim an exemption from the requirements of the Colfax County Subdivision Ordinance, you must complete this form, sign it before a notary public and submit it together with legible copies of all required documents to the County Manager. Be sure to check all exemptions will apply and attach legible copies of all supporting documents. The County Manager will notify you in writing within thirty (30) days as to whether your claim of exemption has been granted. If the claim of exemption is granted, or if you do not hear from the County within thirty (30) days, you may proceed with the land division you proposed without needing to comply with the requirements of the Colfax County Subdivision Regulations. If your claim of exemption is denied, you may either seek approval of a subdivision or appeal the denial as provided in the County Subdivision Regulations.

I, claim an exemption from the requirements of the New Mexico Subdivision Act and the County Subdivision Regulations for the following reason(s):

- (1) the sale, lease or other conveyance of any parcel that is thirty-five acres or larger in size within any twelve-month period; provided that the land has been used primarily



and continuously for agricultural purposes, in accordance with Section 736-20 NMSA 1978, for the preceding three years; ATTACH CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF PARCEL, AND ATTACH COPIES OF NOTICES OF ASSESSMENT FOR PREVIOUS THREE YEARS.

- (2) the sale or lease of apartments, offices, stores, or similar space within a building; ATTACH COPIES OF ALL PROPOSED SALE OR LEASE DOCUMENTS.
- (3) the division of land within the boundaries of a municipality;
- (4) the division of land in which only gas, oil, mineral or water rights are severed from the surface ownership of the land; ATTACH COPIES OF ALL PROPOSED CONVEYANCING DOCUMENTS
- (5) the division of land created by court order where the order creates no more than one parcel per party; ATTACH CERTIFIED COPY OF COURT ORDER.
- (6) the division of land for grazing or farming activities; provided the land continues to be used for grazing or farming activities; ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENTS AND DOCUMENTS RESTRICTING FUTURE USE TO GRAZING OR FARMING ACTIVITIES. SUCH DOCUMENTS MUST CONTAIN A COVENANT RUNNING WITH THE LAND AND REVOCABLE ONLY BY MUTUAL CONSENT OF THE BOARD OF COUNTY COMMISSIONERS AND THE PROPERTY OWNER THAT THE DIVIDED LAND WILL BE USED EXCLUSIVELY FOR GRAZING OR FARMING ACTIVITIES. THE COVENANT MUST BE SIGNED BY THE PROPERTY OWNER, THE BUYERS OR LESSEE, AND THE BOARD OF COUNTY COMMISSIONERS AND MUST BE FILED OF RECORD WITH THE COUNTY CLERK
- (7) the division of land resulting only in the alteration of parcel boundaries where parcels are altered for the purpose of increasing or reducing the size of contiguous parcels and where the number of parcels is not increased; ATTACH CERTIFIED SURVEYS SHOWING ALL PARCELS AND PARCEL BOUNDARIES BEFORE AND AFTER PROPOSED ALTERATION.
- (8) the division of land to create burial plots in a cemetery;
- (9) the division of land to create a parcel that is sold or donated as a gift to an immediate family member; however, this exemption shall be limited to allow the seller or donor to sell or give no more than one parcel per tract of land per immediate family member; as used herein the term "immediate family member" means a husband,

wife, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, grandson, stepgrandson, granddaughter, stepgranddaughter, nephew and niece, whether related by natural birth or adoption. ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENT AND BIRTH CERTIFICATE OR OTHER DOCUMENT DEMONSTRATING FAMILY RELATIONSHIP CLAIMED BAPTISMAL CERTIFICATES ARE NOT ACCEPTABLE DOCUMENTATION.

- (10) the division of land created to provide security for mortgages, liens or deeds of trust; provided that the division of land is not the result of a seller financed transaction; ATTACH COPIES OF DOCUMENTS FROM LENDER CORROBORATING LOAN.
- (11) the sale, lease or other conveyance of land that creates no parcel smaller than one hundred forty (140) acres; ATTACH CERTIFIED SURVEY SHOWING LOCATION AND SIZE OF PARCEL.
- (12) the division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from federal income tax, as described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended; school, college or other institution with a defined curriculum and a student body and faculty that conducts classes on a regular basis; or church or group organized for the purpose of divine worship, religious teaching or other specifically religious activity; ATTACH COPIES OF I.R.S. EXEMPTION LETTER, AND/OR DOCUMENTS DEMONSTRATING ENTITLEMENT STATUS or
- (13) the division of a tract of land into two parcels that conform with applicable zoning ordinances; provided that a second or subsequent division of either of the two parcels within five years of the date of the division of the original tract of land shall be subject to the provisions of the New Mexico Subdivision Act; provided further that a survey and a deed if a parcel is subsequently conveyed, shall be filed with the county clerk indicating that the parcel shall be subject to the provisions of the New Mexico Subdivision Act if the parcel is further divided within five years of the date of the division of the original tract of land; ATTACH CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED, ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL, DATES OF ALL DIVISIONS AND THE HOLDING PERIOD FOR ALL TRACTS;

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals or true, complete and correct copies of the originals.

Signature Elizabeth Lopez

COUNTY OF COLFAX )  
 )ss.

STATE OF NEW MEXICO )

SUBSCRIBED AND SWORN to before me Brenda Cornejo

on by

5/1/2026



Notary Public

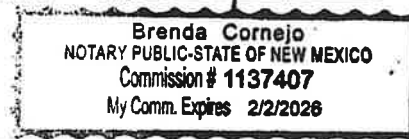
My commission expires: 2/2/2026

ACKNOWLEDGMENT OF NATURAL PERSONS

STATE OF NEW MEXICO )  
 )ss)

COUNTY OF COLFAX )

The foregoing instrument was acknowledged before me on May 1,  
20 23 by Brenda Cornejo



Notary Public

My commission expires:

2/2/2026

I further certify that the information provided by me in this Claim of Exemption is true and correct and that all documents attached to or enclosed with this Claim of Exemption are originals or true, complete and correct copies of the originals.

Signature 

COUNTY OF COLFAX     )  
  )SS.  
STATE OF NEW MEXICO   )

SUBSCRIBED AND SWORN to before me on July 3rd,  
20 23 by Randolph Timothy Cruz



Notary Public  
STATE OF NEW MEXICO  
NOTARY PUBLIC  
Virginia Marie Strohm  
Commission No. 1138906  
October 03, 2026

My commission expires:

10-3-26

#### ACKNOWLEDGMENT OF NATURAL PERSONS

STATE OF NEW MEXICO   )  
  )SS.  
COUNTY OF COLFAX     )

The forgoing instrument was acknowledged before me on July 23,  
20 23 by Randolph Timothy Cruz



Notary Public  
STATE OF NEW MEXICO  
NOTARY PUBLIC  
Virginia Marie Strohm  
Commission No. 1138906  
October 03, 2026

My commission expires:

10-3-26



CORPORATE ACKNOWLEDGMENT

STATE OF NEW MEXICO )  
 )SS.  
COUNTY OF COLFAX )

The forgoing instrument was acknowledged before me on \_\_\_\_\_,  
20\_\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_  
on behalf of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

FOR OFFICIAL USE ONLY

- ☐ The forgoing claim of Exemption has been approved.
- ☐ The foregoing Claim of Exemption is incomplete.
- ☐ Please provide us the following information and/or documents so that we can process your claim;
- ☐ The forgoing Claim of Exemption is hereby denied for the following reasons:

Board of Commissioners of  
Colfax County, New Mexico

By: \_\_\_\_\_  
Chairman

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

ATTEST:

\_\_\_\_\_  
Clerk for the Board

## QUITCLAIM DEED

ENRIQUE G. CRUZ

for consideration paid, quitclaim

to RAUNDOLF T. CRUZ

whose address is 3113 HARMONY PLACE, LA CRESCENTA, CA 91214

the following described real estate in COLFAX County, New Mexico:

The NE/4 of tract numbered 253 on a certain plat made by RE Young, Civil Engineer, of Denver, Colorado, and duly recorded in the office of the County Clerk of Colfax New Mexico, at page 164, in Plat Book No. 1 containing 10 acres, more or less.

TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever the said party of the first part, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances, together with a perpetual right to the use of water for irrigation and domestic use and purposes from the reservoirs and ditches.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenance unto the said party of the second part, his heirs and assigns forever, subject to the covenants and conditions herein contained.

Witness hand and seal this

2

June 29

2016

Enrique G. Cruz

(Seal)

(Seal)

(Seal)

(Seal)

## ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Colfax ss.

This instrument was acknowledged before me on

June 2

2016

by Enrique G. Cruz

My commission expires (Seal)



OFFICIAL SEAL  
JENNIFER JANNELL  
NOTARY PUBLIC  
STATE OF NEW MEXICO  
My Commission Expires 3-3-2017

FOR RECORDER'S USE ONLY

Jennifer Jannell

NOTARY PUBLIC

## ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF

This instrument was acknowledged before me on

20

by

(NAME OF OFFICER)

of

(TITLE OF OFFICER)

(CORPORATION ACKNOWLEDGEMENT)

a

(STATE OF INCORPORATION)

corporation, on behalf of said corporation.

My commission expires:

(Seal)

NOTARY PUBLIC

PROPERTY # 1 116 148 330 330 1  
REFERENCE ID # R017955  
SUBD: MIAMI RANCH TRACT:  
253 UPC 11161483303301  
LAND 1 NE/4 TRACT 253 10  
ACRES (ETAL: ELIZABETH T  
LOPEZ-QCD 200903756) QCD  
201801442  
REFERENCE ID # R017956  
SEE PARCEL #17956 FOR  
LEGAL DESCRIPTION  
00082 HORSE THIEF GAP RD C-75

PAID 11/23/22  
CHECK # 6908  
\$ 175.89

PROPERTY # 1 116 148 330 330 1  
CRUZ, RANDOLPH (ETAL)  
15392 BAMBI CT  
MOORPARK CA 93021

## 2022 TAX BILL COLFAX COUNTY

LYDIA M. GARCIA ALFONSO ORTIZ  
Colfax County Treasurer Chief Deputy Treasurer  
P.O. BOX 98 • RATON, NEW MEXICO 87740  
(575) 445-2014

BILL NO.: 2022-0004450  
OWNER NO.: 0995664

THIS BILL IS THE ONLY NOTICE YOU WILL  
RECEIVE FOR PAYMENT OF 2022 TAXES.

Net Taxable Values Will Be Allocated  
to Governmental Units Located In

School District No. 24 O Page 0001

DISTRIBUTION	TAX RATE	AMOUNT DUE	VALUE RECAPITULATION	FULL VALUE	TAXABLE VALUE
STATE -RES	6854	1.360	9.32		
COUNTY -RES	6854	9.511	65.87		
SCHOOL -RES	6854	7.093	48.62		
RESIDENTIAL	6854	18.064	123.81		
HOSPITAL -RES	6854	4.250	29.13		
VOC TECH -RES	6854	2.378	16.30		
STATE -N/R	240	1.360	.33		
COUNTY -N/R	240	11.850	2.84		
SCHOOL -N/R	240	7.386	1.78		
NON-RESIDE-N/R	240	20.578	4.93		
HOSPITAL -N/R	240	4.250	1.02		
VOC TECH -N/R	240	2.919	.70		
			LAND	\$ 7719	\$ 2573
			IMPROVEMENTS	\$ 13583	\$ 4521
			PERSONAL PROPERTY		
			MANUFACTURED HOMES		
			LIVESTOCK		
			Property Centrally Reported to Property Tax Department		
			TOTAL VALUE	\$ 21282	\$ 7094
			EXEMPTIONS		
			TAXABLE VALUE IS 33 1/3% OF FULL VALUE		7094
			TOTAL NET TAXABLE VALUE		7094
		175.89	TOTAL 2022 TAX DUE		

FIRST HALF PAYMENT DELINQUENT AFTER DEC. 10  
SECOND HALF PAYMENT DELINQUENT AFTER MAY 10

PROPERTY TO BE LISTED AND VALUED AS OF JANUARY 1 OF THE TAX YEAR EXCEPT CERTAIN LIVESTOCK

DELINQUENT TAXES,  
INCLUDING ALL LATE  
FEES, MUST BE PAID  
IN FULL BEFORE  
CURRENT TAX PAYMENTS  
WILL BE ACCEPTED.

YEAR	RECEIPT NO.	AMOUNT	INTEREST	PENALTY	AMOUNT DUE

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS.

See reverse side for instruction regarding interest and penalty.

### SECOND HALF PAYMENT COUPON

PRINT THIS BILL NO.  
AND OWNER NO.  
ON YOUR CHECK

BILL NO.: 2022-0004450  
OWNER NO.: 0995664

THIS BILL IS DUE BY APRIL 10, 2023.

TO AVOID INTEREST AND PENALTY CHARGES, PAYMENT MUST BE

POSTMARKED BY: MAY 10, 2023. DETACH THIS COUPON AND REMIT WITH PAYMENT.

Is this address correct? If not, please notify the County Assessor.  
Please use the back of this coupon for address change.

PLEASE MAKE CHECKS PAYABLE TO:  
COLFAX COUNTY TREASURER  
P.O. BOX 98  
RATON, NEW MEXICO 87740

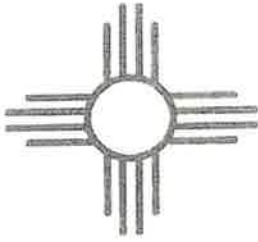


CRUZ, RANDOLPH (ETAL)  
15392 BAMBI CT  
MOORPARK CA 93021-1639

T50 P1 31 92 RN: 064  
TB: 2022-0004450

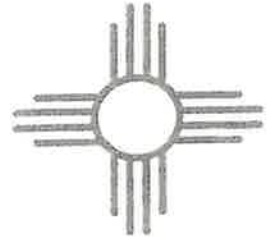
SECOND HALF	MAY 10, 2023	\$87.94
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The Treasurer's Office will not accept any check,  
money order or cashier check that is written  
incorrectly, unsigned or postdated.  
All such payments will be returned.



*Colfax County*  
*Board of Commissioners*

P.O. Box 1498 • Raton, New Mexico 87740  
Phone: (575) 445-9661 • Fax: (575) 445-2902  
[www.co.colfax.nm.us](http://www.co.colfax.nm.us)



LOPEZ, ELIZABETH & CRUZ, RANDOLPH  
10605 HACKAMORE PL SW  
ALBUQUERQUE NM 87121

Customer # 581  
SEE PARCEL #17955 FOR LEGAL  
DESCRIPTION

**SOLID WASTE INVOICE**

**DUE DATE:** 00 0

**LATE FEE WILL BE ASSESSED**

Previous Balance:  
Current Charge : 210.00  
**AMOUNT DUE** :

Please make check payable to: COLFAX COUNTY REFUSE  
P.O. Box 1498  
Raton, NM 87740

Account questions? Please call 575-445-9661

[www.co.colfax.nm.us](http://www.co.colfax.nm.us)

Please Return This Portion with Your Payment

LOPEZ, ELIZABETH & CRUZ, RANDOLPH

10605 HACKAMORE PL SW  
ALBUQUERQUE NM 87121

Customer # 581  
Payment Ammount \$ \_\_\_\_\_



Enter

Prompt (I)

History Printer

Receipt Printer

Return

SWE911A

7/10/23

07:25:27

History Printer= (M1) Receipt Printer= (SWR01)

Cust# 581 Ownr#  
Subtype R Agency Units 1.0  
Name LOPEZ, ELIZABETH & CRUZ, RANDOLPH  
Addr1  
Addr2 10605 HACKAMORE PL SW  
City ALBUQUERQUE St NM Zip 87121  
Tele Dist Prop 11161483303301  
Des SEE PARCEL #17955 FOR LEGAL DESCRIPTION

Who LastChrg 03/30/2023  
LastPaid 05/02/2023

	Override	Current
Charge	200.00	
Tax	10.00	
Penalty		
Total		

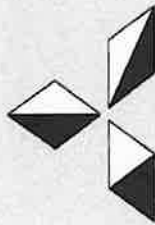
Payment	D A T E	Charge	Tax	Bal	Penalty	Ty	Description
	05022023	-8.52	- .48			P	CK#1065 #25387
Charge	04042023	-190.48	-9.52			P	PMT VIA CKH1016 04-03-2023H24394
	03302023	200.00	10.00			C	CHARGED 03302023
Adjustment	02152023	-123.81	-6.19	-5.00		A	WAS PAYING CIMARRON PAY US 2023
	07202016				5.00	C	PENALTY 07202016
Modify	04222018	123.81	6.19			C	CHARGED 04222018
Receipt/Receipt	05222015	-123.84	-6.16			A	2015 EXEMPT PAYS VILL OF CIMARRON
	03312015	123.81	6.19			C	CHARGED 03312015
Who	04102014	-57.11	-2.89			A	POST 1/24/14 PMT FRM OLD DATABAS
	04102014					A	SEE ATTACHED BACKUP DOCS-CNAVARE
Void	04102014					A	\$60 PMT 1/24/14, CK#5973
	04102014	-66.67	-3.33			P	CK#6015 70.00 PD #10481

Print Balance

Printouts

Master File

(All underline text are clickable)



Treasurer's Maintenance



Bill# 2022 0004450 0995664 Own# 24 0 Fin# 000 Next Bill 2021-0004445  
CRUZ, RANDOLPH (ETAL) Previous Bill

Livestock # HEAD # N/R-VALUE

15392 BAMBI CT

MOORPARK

Property # 1 116 148 330 330 1 CA 93021

REFERENCE ID # R017955

SUBD: MIAMI RANCH TRACT:

253 UPC 11161483303301

LAND 1 NE/4 TRACT 253 10

ACRES (ETAL: ELIZABETH T

LOPEZ-QCD 200903756) QCD

Last Pymt 11/28/2022 2022-0004726M

Un-Paid  
Interest  
Penalty  
Cost  
Half due

First Half .00 Second Half .00

Current Tax Due  
Prior Taxes Due  
Total taxes Due

.00

.00

.00

.00

TAXES TAX-DESC

RESIDENTL

NON-RES

CATTLE

SHEEP

GOATS

EQUINES

DAIRY

SWINE

BISHN/ALP

RATITES

123.81

4.93

30.15

17.00

A. F. PID

WTR DIST

NON-REND

ADM-FEE

175.89 Original Tax

N/R-VALUE

RES-VALUE

Cen	6999	720
Lnd	13563	
Imp		720
P P		240
MH		
Ful	20562	
Txb	6854	
Fam		
Vet		
Oth		
Exm	0	0
Net	6854	240

North 4.99 acres

A Tract of land being part of Tract 253 of the Miami Ranch Subdivision, in Section 3 Township 24 North Range 20 East of the NMPM, Colfax County, NM, being more particularly described as follows;

Beginning at the Northeast Corner of Tract 253 a point marked by a X inch rebar with cap stamped LS 5103,

thence S 00°16'51" W a distance of 206.23 feet with the east line of Tract 253 to a point;

thence N 89°43'09" W a distance of 236.73 feet to a point;

thence S 00°16'51" W a distance of 225.85 feet to a point;

thence N 89°43'09" W a distance of 362.90 feet to a point on the west line of the NE 1/4 of Tract 253;

thence N 00°16'51" E a distance of 432.08 feet to a point with the west line of the NE 1/4 of Tract 253 to a point

being the northwest corner of the NE 1/4 of Tract 253;

thence S 89°43'09" E a distance of 659.63 feet with the north line of Tract 253 to the point and place of beginning

Containing 4.99 more or less

South 4.99 acres

A Tract of land being part of Tract 253 of the Miami Ranch Subdivision, in Section 3 Township 24 North Range 20 East of the NMPM, Colfax County, NM, being more particularly described as follows;

Commencing at the Northeast Corner of Tract 253 a point marked by a X inch rebar with cap stamped LS 5103,

thence S 00°16'51" W a distance of 206.23 feet with the east line of Tract 253 the point and place of beginning;

thence N 89°43'09" W a distance of 236.73 feet to a point;

thence S 00°16'51" W a distance of 225.85 feet to a point;

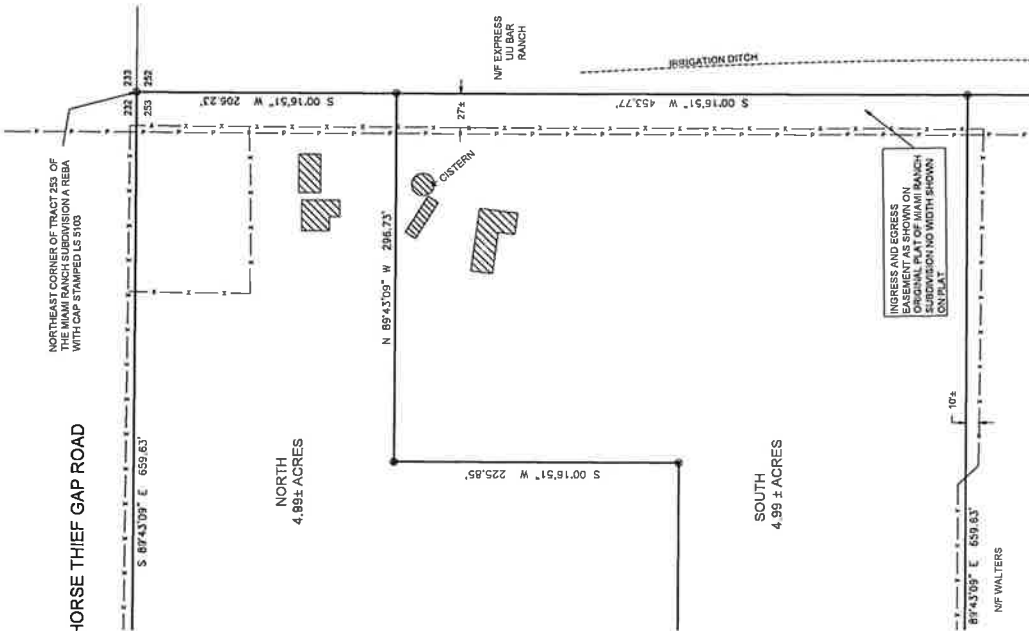
thence N 89°43'09" W a distance of 362.90 feet to a point;

thence S 00°16'51" W a distance of 227.52 feet to a point;

thence S 89°43'09" E a distance of 659.63 feet with the south line of the NE 1/4 of Tract 253 to a point;

thence N 00°16'51" E a distance of 453.77 feet with the East line of Tract 253 to the point and place of beginning.

Containing 4.99 acres more or less



REMARKS:

AGENTS USED IN THE PREPARATION OF THIS PLAT AND SURVEY:

1. ENTITLED MIAMI RANCH SUBDIVISION FILED IN PLAT BOOK 1

2. 164

ITCLAW DEED FROM ENRIQUE G. CRUZ TO RANDOLPH T. CRUZ FILED

CLERKS' DEC # 20160142

GRANTY DEED TO HAROLD AND ROBERTA BURGESS FILED AS CLERK'S

202004234

30 OF TRUST, ROBERT WALTERS FILED AS CLERK'S DEC # 201000248

NOTICE:

- SURVEYED TO A COMPLETE TITLE SEARCH

- TAX ACCOUNT NUMBER 017855

BASIS OF BEARING:

- BASED ON GPS OCCUPATIONS DELTA ALPHA = N00°16'00"W

LEGEND:

⊙ = SET 1/2" REBAR 18" LONG WITH SHIELDS CAP #5103

⊙ = AS DESCRIBED

X = SET NAIL ON LINE

X = WIRE FENCE

P = OVERHEAD POWER LINE

NOTE: THIS PLAT IS NOT A DIVISION OF PROPERTY BY AN EXCEPTION

TO THE SUBDIVISION REGULATIONS OF COLFAX COUNTY.

SEE COLFAX COUNTY SUBDIVISION REGULATIONS AS FILED AS CLERKS

DOC# ORD-2021-002

" 13 the division of a tract of land into two parcels that conform with applicable zoning ordinances;

provided that, second or subsequent division of either of the two parcels within five years of the

date of the original tract of land shall be subject to the provisions of the New Mexico

Subdivision Act; provided further that a survey and deed if a parcel is subsequently conveyed,

shall be filed with the county clerk indicating that the parcel shall be subject to the provisions of the

New Mexico Subdivision Act if the parcel is further divided within five years of the date of the

division of the original tract of land.

APPROVED BY THE: (COLFAX COUNTY BOARD OF COMMISSIONERS)

THIS DAY OF 2022

BY: CHAIRMAN ATTEST: COUNTY CLERK

BY: COMMISSIONER

BY: COMMISSIONER

INDEXING INFORMATION FOR COUNTY CLERK

OWNER OF TRACT: CRUZ

LOCATION: SEC 3, T24 N, R20 E, N.M.P.M.

BOUNDARY SURVEY PLAT

NE 1/4 OF TRACT 253 OF THE MIAMI

RANCH SUBDIVISION

Colfax County New Mexico

DATE: APRIL 2022 SURVEY NO. 170

APRIL 2022

Field Work Completed: JUNE 2022

SHIELDS SURVEY LTD. CO.

619 South 2nd Street

P.O. Box 639

Raton, New Mexico 87740

Phone: 445-1232 Fax: 445-3648

0 70 140 210

SCALE: 1" = 70'

BY: CONTRACTOR: 06/24/2022 10:15:00 AM

## QUITCLAIM DEED

Jose Frank Cruz  
 \_\_\_\_\_, for consideration paid, quitclaim  
 to Elizabeth T. Lopez  
 whose address is 10605 Hackamore Place SW, Albuquerque, NM 87121  
 the following described real estate in Colfax County, New Mexico:

The NE/4 of tract numbered 253 on a certain plat made by  
 RE Young, Civil Engineer, of Denver Colorado, and duly recorded  
 in the office of the County Clerk of Colfax County, New Mexico,  
 at page 164, in Plat Book No. 1 containing 10 acres, more or less.

TOGETHER, with all and singular the hereditaments and  
 appurtenances thereto belonging or in anywise appertaining,  
 and the reversion and reversions, remainder and remainders, rents,  
 issues and profits thereof, and all the estate, right, title,  
 interest, claim, and demand whatsoever the said party of the first  
 part, either in law or equity, of, in, and to the above bargained  
 premises, with the hereditaments and appurtenances, together with  
 a perpetual right to the use of water for irrigation and domestic  
 use and purposes from the reservoirs and ditches.

TO HAVE AND TO HOLD the said premises above bargained and described  
 with the appurtenance unto the said party of the second part, his  
 heirs and assigns forever, subject to the covenants and conditions  
 herein contained.

Witness \_\_\_\_\_ hand \_\_\_\_\_ and Seal \_\_\_\_\_ this 16<sup>th</sup> day of June, 2009.  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

## ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO

COUNTY OF Bernalillo } ss.

CARLA GROSSETETE  
 NOTARY PUBLIC  
 STATE OF NEW MEXICO

My Commission Expires 04-06-2010

This instrument was acknowledged before me on

by Jose Frank Cruz

My commission expires: 04-06-2010  
 (Seal)

June 16, 2009

## ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO

COUNTY OF \_\_\_\_\_ } ss.

This instrument was acknowledged before me on \_\_\_\_\_

by \_\_\_\_\_

(TITLE OF OFFICER) \_\_\_\_\_ of \_\_\_\_\_ (CORPORATION ACKNOWLEDGEMENT)

a \_\_\_\_\_ corporation, on behalf of said corporation.  
 (STATE OF INCORPORATION)

My commission expires: \_\_\_\_\_  
 (Seal) \_\_\_\_\_ NOTARY PUBLIC

FOR RECORDER'S USE ONLY