



June 28, 2023

Monte K. Gore
Colfax County Manager
230 North Third Street
Raton, New Mexico 87740

Re: Renewal of Dispatch Agreement Between the City of Raton and Colfax County

Dear Mr. Gore;

I am attaching two (2) copies of the Agreement for renewal of Dispatch Agreement Between the City of Raton and Colfax County. The agreement as attached was approved by the Raton City Commission at their regular meeting held on June 27, 2023. Both copies have the original signature of the Mayor.

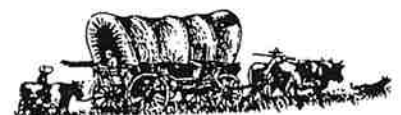
Upon approval of the Colfax County Commission, I would request one copy returned with fully executed original signatures. The current agreement is set to expire on July 25, 2023.

Please call me if additional information would be helpful.

Sincerely;

A handwritten signature in black ink, appearing to read "Scott Berry", with a long horizontal line extending to the right.

Scott Berry, P.E.
City Manager



**DISPATCH AGREEMENT
BETWEEN THE CITY OF RATON AND COLFAX COUNTY**

THIS AGREEMENT made and entered into duplicate originals this ____ day of _____, 2023, by and between the BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, an involuntary political subdivision, and CITY OF RATON, NEW MEXICO, a municipal corporation, WITNESSETH that:

WHEREAS Colfax County, New Mexico desires to use the City of Raton dispatching services for the Colfax County Sheriff, Fire and Emergency Services Departments and,

WHEREAS City of Raton desires to provide such services as hereinafter described:

NOW THEREFORE it is mutually covenanted and agreed by and between the parties as follows:

TERM: An agreement for the period not to exceed one (1) year, starting with the effective date of the Agreement, being the date first above written, this agreement may be extended by mutual agreement of the parties, which extension, shall be in writing.

SCOPE: The purpose is that the City of Raton agrees to provide dispatching services for the Colfax County Sheriff, Fire and Emergency Services Departments through the use of the City of Raton's equipment.

CONSIDERATION: Colfax County is to pay the city of Raton the sum of Seventy-Five Thousand Dollars (\$75,000.00) per year for dispatch services, 24 hours per day including weekends and holidays, provided by the City of Raton, said sum shall be paid in advance in equal monthly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) on the fifteenth day of each month during the term of this agreement; provided, however, in the event this agreement shall be terminated prior to the expiration of the term hereof, prepaid amounts shall be prorated to the date of termination and repaid Colfax County by the City of Raton.

TERMINATION: This agreement may be terminated by either party provided the other party is given at least 60 days written notice.

REPEATER AND HOOK UP: Colfax County shall provide and maintain a repeater and hookup to the Law Enforcement Network at Colfax County's expense.

MAINTENANCE: It shall be the responsibility of the City of Raton to maintain the dispatching equipment that it owns at its expense. However, the cost of maintenance, etc. for the repeater is that of Colfax County and any increase in hookups to the Law Enforcement Network requested by, or agreed to by Colfax County shall be borne by Colfax County as it pertains.

PRIORITY OF DISPATCHERS: As it is understood that the equipment involved in this agreement also is used for the dispatching of City of Raton units, as well as other law enforcement units, the dispatching of the units between the City of Raton and Colfax County shall be based on the severity of the call.



CITY OF RATON

By: James Neil Segotta, Jr.
James Neil Segotta, Jr., Mayor

ATTEST:

Desire'e Trujillo
Desire'e Trujillo, City Clerk

COLFAX COUNTY,

By: _____
Si Trujillo, Chairman

ATTEST:

Rayetta M. Trujillo, County Clerk

STATE OF NEW MEXICO

AMENDED PROFESSIONAL SERVICES

AGREEMENT

THIS AGREEMENT is made between the COUNTY OF COLFAX, hereinafter referred to as "Colfax County" and M.R.S. Monitoring and Recovery Services, hereinafter referred to as "Contractor".

IT IS AGREED AS FOLLOWS:

1. Scope of Work

- A. The Contractor will be responsible for providing a Community Custody Program for Colfax County which will include both pre-trial services and post-conviction services utilizing the below mentioned procedures:

Pre-Trial

- 1) The Magistrate and District Court Judges ~~in~~ Colfax County have identified M.R.S. Monitoring and Recovery Services (Contractor) as the District's acknowledged Community Custody Program for purpose of allowing credit for time served by Defendants placed on the Electronic Monitor, SCRAM Unit or GPS Unit. Following the arrest and at the time of the Arraignment, the Magistrate Judge and/or the District Court Judge will have the ability to refer Defendants for an assessment to the Community Custody Program. The Assessment will be for the purpose of assessing the risk that the Defendant presents to the community and ultimately provide the Court with recommendations for possible release and further recommendations as to what type of conditions of release should be included in the release order. ~~The Contractor will utilize two different assessment tools for the purpose of the above mentioned evaluation, which the Judges are familiar with, these are the Defendant Questionnaire and the ADE NEEDS Assessment. These tools are utilized along with an individual face to face interview with the defendant prior to preparing the report and delivering the report to the appropriate Court. The Contractor's assessment and report to the Court will also include the Contractor's assessment of the Defendants' position on the Sliding Fee Scale attached hereto as Exhibit A. The report will be submitted to the Court within five working days of receiving the referral.~~

~~2) Once it is determined that the Defendant may be released without the Electronic Monitor, SCRAM Unit or GPS Unit and released under specialized conditions, such as random drug screens, the Defendant will report to the Community Custody Program with M.R.S. Monitoring and Recovery Services and be responsible for paying for the drug screens and report as determined appropriate to the program staff. The Defendant will be responsible for all fees in this situation.~~

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~~3)~~2) Once it is determined that the defendant should be placed on an Electronic Monitor, SCRAM Unit or GPS Unit as part of their specialized conditions of release, the program staff will; 1) make arrangements to go the proposed home site and place the monitor in the home, 2) make sure the equipment is working properly, 3) arrange a schedule with the Defendant that has been approved by the Court of record, 4) monitor compliance with the house arrest and 5) report violations immediately to the Court of Jurisdiction, through the District Attorney's Office. The mechanism to notify the Court will be through an affidavit prepared by M.R.S. Monitoring and Recovery Services staff and delivered to the District Attorney's Office immediately following confirmation of the violation and make a recommendation regarding further action with that particular case.

~~4)~~3) M.R.S. Monitoring and Recovery Services community custody staff will monitor the case until a final disposition is resolved in the case and a final order of the Court is filed.

Post Conviction (Sentencing Stage)

- 1) In cases that the Judge has determined that the Electronic Monitor, SCRAM Unit or GPS Unit is an appropriate option to a jail sentence, the Judge will order the defendant to be released and placed on the Electronic Monitor, SCRAM Unit or GPS Unit as part of their Court Order.
 - 2) Once the Judge has ordered the Defendant into the Program as part of their final disposition, the program staff will; 1) make arrangements to go the proposed home site and place the monitor in the home, 2) make sure the equipment is working properly, 3) arrange a schedule with the Defendant that has been approved by the Court, 4) monitor compliance with the house arrest and 5) report violations immediately to the Court of Jurisdiction, through the District Attorney's Office. The mechanism to notify the Court will be through an affidavit prepared by M.R.S. Monitoring and Recovery Services staff and delivered to the District Attorney's Office immediately following confirmation of the violation. The affidavit will advise the Court as to the specifics of the violation and make a recommendation regarding further action with that particular case. The ankle bracelet will be placed on the inmate at the Colfax County Adult Detention Center at the time of the release.
 - 3) M.R.S. Monitoring and Recovery Services community custody staff will monitor the case until the mandatory time on the monitor is completed. The staff will then advise the Court and Colfax County, in writing, that the Defendant has satisfactory completed his/her mandated time while in custody on the Electronic Monitor, SCRAM Unit or GPS Unit.
- B. Contractor shall be responsible for adhering to policies and procedures as per the participant contract agreement and conditions of program, attached to this contractual agreement as Exhibit A. Colfax County will have final approval of the specifics of these Policies and Procedures, which may be amended from time to time.

- C. Contractor will be responsible for accepting and reviewing referrals for Assessment services and possible referral to Community Custody program from the District and Magistrate Courts in Colfax County.
- D. Contractor will be responsible ~~for immediately advising the County Jail Administrator, and Law enforcement personnel regarding any violations of the community custody program for to immediately following legal procedures when violations occur.~~ Primarily the court and District Attorney shall be notified through Affidavit of Non-Compliance where in turn either a warrant is served or probation violation hearing.
- E. Contractor in conjunction with the Jail Administrator will develop policies and procedures protocols for responding to violations of the community custody program.
- F. Contractor will assess and collect documentation from every Defendant referred to the Contractor by the Courts to determine the Defendant's position on the Colfax County Sliding Fee Scale attached as Exhibit B. Contractor will notify the Court of the Defendant's financial responsibility under the Colfax County Sliding Fee Scale. Contractor will arrange for all payments that the Defendant is ordered, by the Court to pay, be deposited with ~~Human Resource Development Associates, Inc.~~ M.R.S. It will be the Contractor's responsibility to document said payments and reflect those payments received from each Defendants on the monthly billing request submitted to Colfax County. These payments will reduce the monthly payment request to Colfax County. In the event that the Defendant fails to make said payments, Contractor will, in a timely manner, present the Court with a proposed Order To Show Cause to enforce payment

2. Compensation

- A. Colfax County will compensate ~~Human Resource Development Associates, Inc.~~ M.R.S. in the below mentioned manner:

OM 500 GPS Ankle Bracelets

- | | |
|--------------------------|---------|
| 1. Daily Monitoring Rate | \$14.00 |
| 2. Installation (1x Fee) | \$75.00 |

SCRAM Continuous Alcohol Monitoring (CAM)

- | | |
|--------------------------|---------|
| 1. Daily Monitoring Rate | \$14.00 |
| 2. Installation (1x Fee) | \$75.00 |

SOBER - Link Handheld Breathalyzer

- | | |
|--------------------------|---------|
| 1. Daily Monitoring Rate | \$14.00 |
| 2. Installation (1x Fee) | \$75.00 |

Remote Alcohol Breathalyzer

- | | |
|--------------------------|---------|
| 1. Daily Monitoring Rate | \$14.00 |
| 2. Installation (1x Fee) | \$75.00 |

SCRAM Base Station

- | | |
|------------------------------|---------|
| 1. Daily Monitoring Rate | \$5.00 |
| 2. Installation Fee (1x Fee) | \$25.00 |

B. The Contractor should bill Colfax County at 444 E. Hereford Ave, Colfax, New Mexico on or before the 5th day of every month.

C. ~~The Contractor is shall be a Non-Profit Corporation, therefore is exempt from paying New Mexico Gross Receipts tax.~~ responsible for paying New Mexico Gross Receipts tax.

D. Notwithstanding any provision in the Agreement to the contrary, the terms of this Agreement are contingent upon the County receiving the appropriations necessary for the performance of this agreement. If sufficient appropriations and authorizations are not made to the County, the Agreement may be terminated. Such event shall not constitute an event of default. All payment obligations of the County and all its interest this Agreement will cease upon such termination.

E. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If Colfax County finds that the services are not acceptable, within fifteen days after the date of receipt of written notice from Contractor that payment is requested, it shall provide Contractor a letter of exception explaining the defect or objection to the services and outlining steps Contractor may take to provide remedial action. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, Colfax County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

3. Term

This Agreement runs from **July 1, 2023 through June 30, 2024**, unless terminated pursuant to Paragraph 4. 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 for a total number of two (2) more renewals by providing the contractor with notice of renewal prior to the end of the current term or any subsequent term.

5. Termination

This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform the date of termination. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon thirty (30) days prior written notice to

Contractor. Furthermore, should the Contractor or its agent be convicted on any alcohol, drug related or violence related charges including but not limited to DUI, domestic violence issues or contributing to delinquency of a minor, this may be grounds for immediate termination.

B. Immediately upon receipt by either Colfax County or Contractor of notice of termination of this Agreement, Contractor shall: 1) not incur any further obligations for 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.

6. Status of Contractor

The "Contractor" and Contractor's agents and employees are independent contractors performing professional services and are not employees of the state. The "Contractor" and Contractor's agents and employees shall not as a result of this agreement accrue leave, retirement, insurance, bonding, use of state vehicles, or any benefits afforded to state employees.

7. Assignment

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

8. Subcontracting

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

9. Records and Audit

The "Contractor" shall maintain detailed records that indicate the nature of the date, time and type of services rendered. These records shall be provided by the "contractor" for inspection of the Colfax County and the State Auditor upon written request of the Colfax County. Colfax County has the right to audit billing both before and after payment. Payment under this agreement is not a waiver of the right of Colfax County to recover excessive or illegal payments. The Contractor will report Defendants' participation in all contracted services on a monthly basis to the Jail Administrator.

10. Release and Agency

Upon final payment of the amount due under Agreement, the "Contractor" releases the Colfax County, its employees, and the State of New Mexico from all liability, claims, and obligations arising under this agreement that were reasonably discoverable prior to final payment. The "Contractor" agrees not to purport to bind the State of New Mexico including County to any obligations not assumed in this Agreement by the State of New Mexico unless the "Contractor" has expressed authority to do so, and then only within strict limits of that authority.

11. Product of Services, Copyright

All materials developed or acquired by the "Contractor" under this Agreement shall remain the property of the Contractor.

12. Conflict of Interest

The "Contractor" warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with all statutory provisions that require disclosure to the Secretary of State of amounts received under the state contracts when and if such provisions become applicable.

13. Prohibition against Dual Compensation

The charges for services rendered under this Agreement are reimbursable or subject to compensation only to the extent that such services related exclusively and directly to the purpose of this Agreement, supplemental or additional payment for such services is not received by the Contractor from any other source.

14. Amendment

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

15. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understands between the parties concerning the subject matter of the agreement, and all such covenants, agreement or understandings are merged into this written agreement. No prior agreement or understanding; verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied by this Agreement.

16. Equal Employment Opportunity

The Contractor, in the performance of this Agreement, shall not discriminate against any employee, Defendant or other person on the basis of race, color, religion, national origin, sex, age or disability.

17. Confidentiality

Any information given to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Magistrate Court Judge and/or District Court Judge or record. This shall not include the Defendant's attendance at all contracted services, which will be reported to the Jail Administrator.

18. Applicable Law

The applicable laws, statutes, rules and regulations of the State of New Mexico shall govern this Agreement and the proper venue shall be Colfax County. The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statute imposes felony penalties for illegal bribes, gratuities and kickbacks.

19. Notice

Colfax County

Colfax County
County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740
(575) 445-9661

M.R.S MONITORING ND RECOVERY SERVICES

~~The Procurement Code imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statute imposes felony penalties for illegal bribes, gratuities and kickbacks.~~

20. State Certification

The Contractor verifies that it has qualified staff as per New Mexico Department of Corrections guidelines.

21. Liability

The Contractor verifies that it is insured against liabilities that can arise out of this contract in the amount of not less than \$1 Million dollars or acceptable coverage amount for the County which will be decided by the County. the Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Sub-Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Contractor. Without affecting any other rights or remedies, Contractor hereby release and relieve the County and waive their entire right to recover damages against the County, for loss of or damage arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. Contractor agrees to have their insurance carriers waive any right to subrogation that such companies may have against the County, as the case may be, so long as the insurance is not invalidated thereby.

The parties acknowledge that the Worker's compensation statutes do not create a right of subrogation and Contractor expressly waives such subrogation right against the County subject to the New Mexico laws including Seaboard Fire & Marine Ins. Co. v. Kurth, 1980-NMCA-112, 96 N.M. 631.

22. Effective Date is July 1, 2023.

This Agreement is not effective until signed by all parties and is retroactively effective on the date specified in Paragraph 3 of this Agreement to cure procedural mistakes.

23. 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.

24. 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.

25. Authority

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this ~~6th~~ day of July~~ne~~, 2023.

SI TRUJILLO, CHAIRMAN

MARY LOU KERN, VICE CHAIR

BRET WIER, MEMBER

ATTEST:

RAYETTA M. TRUJILLO, CLERK

AMY C. ROMERO
M.R.S MONITORING ND RECOVERY SERVICES

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

Colfax County BID Opening

Date: July 6, 2023 Time: 1:32 pm RFB#: 2023-05 Number of BIDs Received: 1

Chief Procurement Officer: Virginia Stroh

Recorder Name: Tina Colangelo Recorder Title: Executive Assistant

Observers: Tiana Romero, Mike Povine, Tina Colangelo

BIDS Received From:

Vendor	Date/Time Rec	BID Amount	Campaign Contrib. Form Included	Veteran Pref	VP BID Amount
American Road Maintenance Inc.	June 29, 2023 July 3, 2023 @ 10:26 am	\$ 249,289.63	no - did not provide in bid packet	N/A	N/A

Commission Recommendation: Recommend to be Award to only bidder contingent on receiving a Grant offer from Federal Aviation Administration. Willing to sign Campaign Contribution

FY 24 Home Visiting

Scope of Work

Colfax County

Lead Agency: ECECD

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

Services: Client Services

Billing Type: Encounters

Funding: State General Funds

Fund Pool: HVPSGF02: SGF: Home Visiting Program

Counties: Colfax and Union

Number of Families: 55 in Colfax and 10 in Union

Project: Home Visiting

CFDA# (If Applicable): n/a.

The Vendor/Provider performs the work outlined in this Scope of Work and referenced in the Home Visiting Program Standards, and Home Visiting Accountability Act which are hereby incorporated and made as part of the Agreement. The Vendor/Provider will align efforts in supporting ECECD's 2022-2027, [5-Year Strategic Plan](#).

This Vendor Agreement shall not become effective until SA 24-630-7903-0001 has been fully executed. This Agreement shall have an effective date of July 1, 2023, or of the 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 the last signature date on SA 24-630-7903-0001.

I. PROGRAM DESCRIPTION AND TARGET POPULATION

Program Description

Pursuant to [NM Statutes 2021, Section 32A-23B-3 \(2021\)](#), the Home Visiting Accountability Act, Home Visiting is a program strategy that delivers a variety of informational, educational, developmental, referral, and other support services for eligible families who are expecting or who have young children and that is designed to promote child well-being and prevent adverse childhood experiences.

Home Visiting Program staff provide services to promote parental competence, and successful early childhood development, by optimizing the relationships between parents and children in their home environment.

Home Visiting services are delivered in the "real world" of participating families. This focus offers the potential for a better assessment and understanding of a family's day-to-day realities. This understanding is critical for home visitors to build relationships, establish goals,

and support wellness across multiple domains (e.g., physical health, developmental competence, social and emotional well-being) for infants, young children, and their primary caregivers and families

Recognizing the rich diversity of New Mexico's communities, ECECD Home Visiting allows communities to establish home visiting programs that are responsive to their community's unique cultural and linguistic heritage while consistently adhering to the Home Visiting Program Standards.

The New Mexico Home Visiting Program Standards related to the following nine areas must be adhered to and are incorporated into this Scope of Work and service delivery

1. Program participation
2. Culturally sensitive & relevant practice
3. Relationship-based practices
4. Family goal setting
5. Curriculum and program implementation
6. Program management systems
7. Staffing and supervision
8. Community engagement
9. Data management

Target Population

Statewide, pregnant people, expectant parents, and primary caregivers of children from birth to kindergarten entry, as stated in our Home Visiting Accountability Act, NMSA 32A-238-2.

II. PROGRAM GOALS, OBJECTIVES, AND REPORTING REQUIREMENTS

1. As part of the Home Visiting Accountability Act, programs shall adhere to the goals related to service delivery. In addition, sample data shall be collected for reporting to the LFC on the identified Outcome Measures.
 - a. Improve prenatal, maternal, infant, or child health outcomes, including reducing preterm births
 - b. Promote positive parenting practices
 - c. Build healthy parent and child relationships
 - d. Enhance children's social-emotional and language development
 - e. Support children's cognitive and physical development
 - f. Improve the health of eligible families
 - g. Provide resources and supports that may help to reduce child maltreatment and injury
 - h. Increase children's readiness to succeed in school
 - i. Improve coordination of referrals for, and the provision of, other community resources and supports for eligible families

2. Ensure that all Home Visiting Services requirements are met as outlined in the New Mexico ECECD Home Visiting Program Standards.

Home Visiting Program Objectives

New Mexico's Home Visiting System aims to provide a variety of research-based and best-practice support services by well-trained and competent staff. Services are geared toward families who are expecting a child or who have children from birth to age five, with the overall objective of increasing child well-being and preventing adverse childhood experiences by:

- Building parental competence
- Establishing trusting relationships with families
- Optimizing the relationships between parents and children in their home environments
- Promoting community-specific home visiting programs that are responsive to cultural and linguistic heritage
- Educating families on the expected developmental milestones and working with those families to ensure their children achieve the expected developmental milestones
- Addressing safety issues and the risks associated with safety concerns
- Assisting families with access to social supports and appropriate community resources
- Actively participating in a coordinated system of services within the community

Vendor/Provider Reporting and Documentation Requirements:

1. Maintain 80% of family engagement each month as defined by the service model. The program's written eligibility criteria include families and children prenatal to age 5 (<kindergarten entry) as defined by model and funding source.
2. All age-eligible children in a family qualify for home visiting services and must be entered into the database to ensure accurate data is being collected
3. Ensure a cumulative of at least 90 minutes of interactive visits with families (video, phone, and face-to-face) over the month.
4. Ensure that within five business days of an activity, all database requirements are met and entered into the Home Visiting database.
5. Provide the required reports to ECECD as requested, including submission of quarterly reports for each site, in a format designated by the Home Visiting Bureau Chief/Program Supervisor by October 15th, January 15th, and April 15th. The final summary report is due at the end of each fiscal year.

6. Ensure required screenings and assessments must be made within 45 business days of enrollment to include the EPDS/PHQ-2 and PHQ-9, ASQ3, ASQSE, RAT/HITS, and PICCOLO/DANCE
7. Ensure that referrals are at 100% when a need is identified through screening tools. Staff will follow up by entering information into the database, including risk factors identified, referrals, engagement, and barriers identified if present, which are part of the ECECD Home Visiting Program Standards.
8. The Vendor/Provider shall engage with families at least 9 group engagements/activities within the fiscal year and add the information to the database.
9. Document the provision of quarterly community presentations each year. Home visiting programs must document their participation in community education and development activities to promote the Home Visiting Program and participate in local early childhood community groups (councils, task forces, etc.).
10. Report to ECECD the referrals that could not be completed due to a lack of available services in the geographical area served.
11. Provide a list of missing and non-accessible services in the community that contributed to the unsuccessful completion of referrals as part of the quarterly reporting process
12. The vendor/Provider shall provide a letter as part of the budget proposal outlining subcontracting for Reflective Supervision to include the qualifications of the person you are proposing to contract with. You must also provide a letter if you are subcontracting for accounting or audit services. These subcontracts are subject to approval by the department. Please note for FY24, Reflective Supervision should lie within the \$125/hour going rate for the state.
13. The Vendor/Provider shall participate in monthly data reviews, UNM CDD training and consultation, Quarterly CQI meetings, and Monthly Standing Meetings with your assigned Manager/Monitors.
14. Per the Home Visiting Program Standards, ECECD Manager/Monitors will conduct ongoing monitoring in addition to an annual on-site Program Site Visit. The ECECD Management Team will conduct ongoing monitoring of the Home Visiting program. This monitoring will help the ECECD Program Management Team assess the program's operations and ensure that necessary steps are being taken to meet N1 w Mexico's Home Visiting Program Standards, contractual requirements, and the program's goals, objectives, and activities

III. VENDOR/PROVIDER PROGRAM ACTIVITIES

Provide home visiting services to families and as often as requested by the family, according to the Family Service Plan and family need. In addition, provide services during non-traditional hours if requested by the family.

1. Provide information on how to access the following services for all families:
 - a. The Women, Infants, and Children (WIC) nutrition program
 - b. The Supplemental Nutrition Assistance Program (SNAP)
 - c. Medicaid On-Site Assistance/Presumptive Eligibility (PE/MOSAA); and
 - d. Other community programs and services, as appropriate.

2. The home visitor shall develop a Family Plan and identify the needs and goals of the family and child. Based on identified needs and the Family Plan, the home visitor shall schedule visits accordingly. Plans must be reviewed and updated monthly by the home visitor and the family. Home visitors shall continue to provide services as requested by families up to the fifth year of the child's life.

3. The home visitor shall provide home visiting services as often as needed based on family need and fidelity to the model/curriculum that includes:
 - a. Services in the clients' homes, alternative sites, or hybrid
 - b. Services when it is convenient for the families
 - c. Administer ongoing assessment and referrals, if necessary, by collaborating and coordinating with other partnering community agencies
 - d. Observation of attachment behaviors between infant/toddler and mother/caregiver, providing strategies and supports to enhance the child/parent relationships
 - e. Administration of the Parenting Interactions with Children: Checklist of Observations Linked to Outcomes (PICCOLO/DANCE) to assist families with establishing positive interactions with their infants or toddlers, assessing results, and developing targeted intervention plans with the family
 - f. Guidance to families on how to fill out the Ages and Stages Questionnaire (ASQ) and the Ages and Stages Questionnaire-Social Emotional (ASQ-SE); provide timely referrals to Part C, Early Intervention Program for children who score as "refer" in the screening results.
 - g. Use the ASQ and ASQ-SE to help parents understand their child's development
 - h. Refer families, when appropriate, to healthcare providers/resources.
 - i. Administration of the postnatal depression scale, EPDS/PHQ-2 and PHQ-9, Interpersonal Violence Screening tools (RAT/HITS), and the maternal child and adult health survey (MCH)
 - j. Recommended as best practice, utilize the Mothers and Babies curriculum to support families at risk for pre-and post-natal maternal depression.
 - k. Develop clear written protocols for identification, referral, and follow-up of children and families to the needed community partners.

- l. Ensure referral and follow-up to community agencies, including necessary communication and collaboration, so that there is no duplication or gaps in services.
 - m. A transition plan that includes a warm hand-off for families that need to be transitioned to a new home visitor because of a reassignment, resignation, or termination is in place and part of the Policies and Procedures.
 - n. Coordinate incoming and outgoing transitions with local early childhood partner agencies, school districts, childcare centers, Family Infant Toddler (FIT) program, and other stakeholders to support families whose children are engaging in services or who are transitioning.
 - o. Develop a plan to coordinate and track referrals and engagement in child care programs and enter the information into the home visiting database system.
- 4. Home visitors shall provide support and inform parents on topics that include:
 - a. Development, implementation, and support of safety plans for issues with domestic violence
 - b. Home safety and injury prevention
 - c. Safe sleep for babies
 - d. Parent/caregiver and child relationship, including attachment
 - e. Use of primary care versus the emergency room
 - f. Breastfeeding and/or its alternatives
 - g. Baby's growth as measured by weight gain
 - h. Support parent/s' questions about their child's health
 - i. Support parent/s in obtaining health care/well-child checks for the infant/toddler
 - j. Support the parent(s) in obtaining the scheduled childhood immunizations.
- 5. Vendor/Provider shall maintain Family Files on site according to the HIPAA (Health Insurance Portability and Accountability Act) requirements
- 6. Any Vendor/Provider working with a child must comply with [8.9.6 NMAC](#) et. seq. requiring background checks on any employee, staff, or volunteer with direct care responsibilities or potential unsupervised physical access to any child. Staff are not eligible to work directly and/or independently with families without a cleared background check
 - a. The Vendor/Provider must submit to ECECD Background Check Unit fingerprint cards and the appropriate fee for such employees, volunteers, or staff required to have background checks.

- b. ECECD Background Check Unit will conduct nationwide, state and abuse and neglect background checks on required staff or volunteers in accordance with 8.9.6 NMAC standards.
 - c. An ECECD eligibility letter must be in the Vendor/Provider's personnel file prior to having any unsupervised direct contact or unsupervised potential access to any child. Clearances must be renewed every five years.
7. Vendor/Provider and staff must report children's suspected abuse, neglect, or exploitation to the Children, Youth, and Families Statewide Central Intake and child abuse hotline (1-855-333-SAFE [7233] or [#SAFE](#), from a cell phone) or to law enforcement or the appropriate tribal identity.
8. Vendor/Provider shall provide reflective supervision for all home visiting staff at a minimum, twice per month, to include:
- a. Ensure home visitors are implementing a relationship-based approach to working with each family
 - b. Use of the parallel process in supervision that reflects the practices used during home visits
 - c. Use additional group supervision sessions to share knowledge and experience
 - d. Document each supervision session with a brief summary entered into the home visiting data system
9. Vendor/Provider must ensure that all home visiting staff participate in Administrative Supervision.
- a. Per the Program Standards, 7.5.c -Administrative Supervision - at least 10 percent of the cases must be reviewed every month. 100% of the cases must be reviewed by the end of the year. At least ten (10) charts per home visitor per year must be audited.
 - b. Review of the family file, including all referrals and follow-up to other services.
 - c. Implementation of an appropriate home visiting curriculum.
 - d. Assurance that all data elements are entered into the home visiting database.
 - e. Accompany new staff on a home visit at least twice during the contract year and veteran staff at least once during the contract year
10. Vendor/Provider shall participate in all continuous quality improvement (CQI) activities and training, including reflective supervision phone calls and quarterly meetings as required by ECECD.

IV. PROGRAM BUDGET, INVOICING, AND ANNUAL FINANCIAL REPORTS

As part of its duties under this Agreement, the Vendor/Provider

1. Must submit for ECECD approval a program budget for July 1, 2023, through June 30, 2024, that contains the following designated, approved billable categories:
 - a. Personnel Services
 - b. Employee Benefits
 - c. Contractual Services
 - d. Employee Travel
 - e. Supplies
 - f. Operating Costs
 - g. Maintenance
 - h. Administrative Overhead
 - i. Number of families
2. By the 15th of every month, the program must submit a monthly invoice to Falling Colors and upload backup documentation including the monthly expenditure reports, and the monthly Falling Colors Data Report into the BHSD Star system.
 - a. The program must enter monthly administrative direct/indirect service hours. Backup documentation for other categories billed against must also be uploaded.
 - b. Invoices are made available to the Manager/Monitors for approval on the 16th and 30th.
 - c. The due dates adhere to internal data entry protocols and are consistent with home visiting reoccurring deliverables and will be reviewed within 5 business days after the 15th.
 - d. Pursuant to Article XIII of the Client Services Contract, providers must maintain records of all supporting documentation for invoices, and copies must be made available for review upon request.
 - e. Programs may submit a budget adjustment request (BAR) to adjust line-item budget amounts while working with their Manager/Monitor.
 - f. If necessary, programs may submit an Open Billing Window request. Vendors have until the end of the day (midnight at 12:00 AM MT) the last day of the month to submit billing for all workbooks and invoice services provided in the previous month. Work with your Manager/Monitor to request the form and return it for approval.
3. Must select one of the following and initial the reporting requirement that applies.

An annual program report and financial report are 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.

- a. 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 audit is due six months after the end of the vendor's fiscal year.
- b. 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:
- c. A financial audit prepared by a CPA, or
- d. Management letter prepared by a CPA expressing an opinion about financial soundness,

Or

- a. A financial statement prepared by the vendor, or
- b. A balance sheet and profit/loss statement for the past 12 months.

4. FFATA Information for Federally Funded Programs: Under the Federal Funding Accountability and Transparency Act (FFATA), all sub-recipients/contractors who receive \$30,000 or more in Federal Funding must complete and submit the FFATA form to their Manager/Monitor. A FFATA report is required to be filed in FSRS by the end of the month following the month in which the prime recipient awards and sub-grant/contract greater than or equal to \$30,000.00. Therefore, this form must be filled out, signed, and returned to your Manager/Monitor within two weeks of receiving the Allocation Letter from Falling Colors. The sub-recipient/contractor must be registered with SAM.GOV and have a Unique Entity Identifier (UEI) number. ECECD cannot process the contract or grant application without this information.

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

The most recent financial audit or report must be submitted 30 days after the close of the state's fiscal year to the ECECD Home Visiting Manager Monitor.

EXECUTION PAGE

By signing below, I represent that I am an authorized signatory for the Provider and have read and understood this Scope of Work.

PROVIDER	
Name of Provider (Please Print or Type): New Mexico Early Childhood Education and Care Department	
Authorized Signatory:	Date:
Name (Please Print or Type):	
Title (Please Print or Type):	
Address:	
Email Address:	
Phone:	Fax:
TIN:	NPI:

PROVIDER INSTRUCTIONS

FOR NON-MEDICAID DOCUMENTS

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

Instructions

1. **legal Name.** Review your provider name on the document's first page to verify it is correct and that it is the provider's legal name. If not, please email the correct legal name as soon as possible to support@fallingcolors.com to have it corrected.
2. **Notice and Contact Information.** If you are a new Provider receiving a Provider Agreement, fill in the provider's address, contact phone, fax, 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. Insert TIN
 - b. Insert NPI
 - c. Sign the Provider Agreement
 - d. Print the name and title of the signatory in a legible manner
 - e. Fill in the address, email, phone, and fax information
4. **Return Executed document (s).** DocuSign software returns the documents electronically once the 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.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 11th, day of July, 2023.

SI TRUJILLO, CHAIRMAN

MARY LOU KERN, VICE CHAIR

BRET WIER, MEMBER

ATTEST:

RAYETTA M. TRUJILLO, CLERK

Agency – New Mexico Children, Youth and Families Department

Secretary or Designee, CYFD

Date

Chief Financial Officer, CYFD

Date

Approved as to legal form and sufficiency.

Office of General Counsel, CYFD

Date

CLAIM OF EXEMPTION
COLFAX COUNTY
STATE OF New Mexico

Date 5/1/23
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) 505 440-1931

Location of property covered by this exemption Reference ID#
R017955 SubD-Miami Ranch tract
253 UPC 11161483303301 Land 1 NE 1/4
tract 253 10

Proof of payment 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 a 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 which 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

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, ADOPTION 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 SECTION 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 SURVEYED 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.

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 exception 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

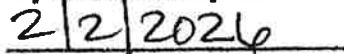
Signature Elizabeth Lopez

SUBSCRIBED AND SWORN to before me Brenda Cornejo

5/1/2023



The foregoing instrument was acknowledged before me on, 5 | 01
20 23 by Brenda Cornejo Brenda Cornejo
NOTARY PUBLIC STATE OF CALIFORNIA



CORPORATE ACKNOWLEDGMENT

STATE OF NEW MEXICO)

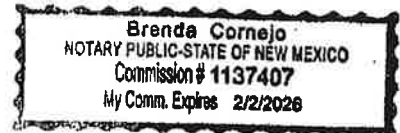
COUNTY OF COLFAX)

The foregoing instrument was acknowledged before me on May 1,
20 23, by Elizabeth Lopez, as _____
on behalf of Brenda Cornejo.

Notary Public

My commission expires:

2/2/2026



FOR OFFICIAL USE ONLY

☐ The foregoing 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 foregoing 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

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

**APPLICATION TO THE COLFAX COUNTY FOR
ABANDONMENT AND VACATION or CLOSURE
OF ROAD AND/OR RIGHT-OF-WAY**

APPLICATION FOR: _____ Abandonment and Vacation X Closure

DATE SUBMITTED: _____

LOCATION OF PROPOSED ABANDONMENT and VACATION OR CLOSURE:

Lot: _____ Block: _____ Addition: _____ Subdivision: _____
Section: _____ Township: _____ Range: _____

**Copy of Warranty Deed Attached*

DESCRIPTION OF PROPERTY TO BE ABANDONED AND VACATED OR CLOSED:

45 Acres of fenced pasture - located west of RATON off Hwy 555
Near railroad track, RATON, NM 87740

APPLICANT NAME: Lee A. Dixon + Alexis A. Dixon, Joint Tenants

ADDRESS: 340 COLFAX Ave. RATON, NM 87740

TELEPHONE(S): Lee (m) 719-650-2535 (office) 575-445-2449

**REQUIRED ATTACHEMENTS FOR ABANDONMENT AND VACATION OF ROADWAY OR
COUNTY MAINTAINED PUBLIC RIGHT-OF-WAY**

- _____ 1. Letter of Intent
 - _____ a. Acreage of road including measurements and method of calculation
 - _____ b. Detailed description of location of road
 - _____ c. Name of Subdivision (if any)
 - _____ d. Reason for proposed abandonment, vacation, or closure
 - _____ e. Special considerations (if any)
- _____ 2. Utility Company Approvals
- _____ 3. Letters of Consent/Non-consent from all adjoining landowners
- _____ 4. Copies of Deeds to adjacent properties
- _____ 5. Drawing
- _____ 6. Legal description
- _____ 7. Plat of Survey (if required)

REQUIRED ATTACHMENTS FOR ROAD CLOSURE:

- ✓ 1. Letter of Intent
 - ✓ a. Acreage of road including measurements and method of calculation
 - ✓ b. Detailed description of location of road
 - _____ c. Name of Subdivision (if any)
 - ✓ d. Reason for proposed abandonment, vacation, or closure
 - _____ e. Special considerations (if any)
- ✓ 2. Utility Company Approvals
- ✓ 3. Letters of Consent Non-Consent from all adjoining landowners &
Land owner Physical Address And Phone Number
- ✓ 4. Copies of Deed to adjacent properties

Cont'd on Page 2

APPLICATION TO THE COLFAX COUNTY FOR
ABANDONMENT AND VACATION or CLOSURE
OF ROAD AND/OR RIGHT-OF-WAY

Page 2

IS ROAD A COUNTY MAINTAINED ROAD: _____ YES X NO

REQUIRED FEE:

✓ Two Hundred Fifty Dollars (\$250.00) fee per Application

ADDITIONAL FEES:

Acquisition Fee in the amount of \$ _____

Fees for Signage changes in the amount of \$ _____

COLFAX COUNTY REVIEW OF APPLICATION:

County staff shall notify applicant whether application is deemed complete within fifteen (15) days of submittal. Only applications which are found to be complete will be processed and forwarded to the County Road Review Committee. Incomplete applications will be returned to applicant

AFFIDAVIT/SIGNATURE:

The undersigned person hereby makes this application in accordance with the Resolution and policies of the Board of County Commissioners of Colfax County, and hereby certifies that the information given herein is true and correct to the best of my knowledge and belief.

[Signature]
Applicant's Signature

3-23-23
Date

[Signature]

[Signature]

5-8-2023

LMP & ALERIS
PINON
20270047EVED
20201002TUED



pink - * Do Not close
yellow - * Everything inside 20 FT wide lane - For Utility Easement
yellow line, OK to close

JERRY & V
GILF

GOLFAX
5
WDS

RANDA
2012

RN
W

WARRANT

TO: Jake & Terrin Gass

GREETINGS

Pursuant to Section 67-5-9 NMSA 1978, as amended, you are hereby notified that you have been appointed as a member of a board of commissioners of three (3) freeholders of Colfax County, New Mexico, to view 7th Street 6th Street and 41 Avenue and write a report with recommendations on whether to abandon the section of the road that borders Southwest Quarter of Section 2 township 30 North range 23 East, as prayed for in the attached petition dated 7/11/2023.

The petition seeks abandonment of that part of 7th Street 6th Street and 41 Avenue which are properties owned by Lee & Alexis Dixon (please see attached map).

You are required to view the area in question, assess the benefits and damages accruing to all persons by reason of the abandonment of the road section, and to file a joint written report ten (10) days prior to the County Commission meeting to be held on _ Said report shall be filed in the Office of the County Clerk of Colfax County, New Mexico, and shall contain a full statement of the proceedings, your recommendations as to whether the road section should be abandoned, and an estimate of the damages and benefits accruing to any person using the attached form. The report must be signed by most of the viewers, but it may be signed in counterparts.

You will receive compensation as fixed by the Board of County Commissioners not to exceed five dollars (\$5.00) per day.

And you understand your duty under penalty of law as set out in Section 67-5-11 NMSA 1978 (1905).

Date of Issue

County Clerk

Served by County Sheriff pursuant to NMSA section 67-5-11

WARRANT

TO: Donny & Dolores Fernandez

GREETINGS

Pursuant to Section 67-5-9 NMSA 1978, as amended, you are hereby notified that you have been appointed as a member of a board of commissioners of three (3) freeholders of Colfax County, New Mexico, to view 7th Street 6th Street and 41 Avenue and write a report with recommendations on whether to abandon the section of the road that borders Southwest Quarter of Section 2 township 30 North range 23 East, as prayed for in the attached petition dated 7/11/2023.

The petition seeks abandonment of that part of 7th Street 6th Street and 41 Avenue which are properties owned by Lee & Alexis Dixon (please see attached map).

You are required to view the area in question, assess the benefits and damages accruing to all persons by reason of the abandonment of the road section, and to file a joint written report ten (10) days prior to the County Commission meeting to be held on _ Said report shall be filed in the Office of the County Clerk of Colfax County, New Mexico, and shall contain a full statement of the proceedings, your recommendations as to whether the road section should be abandoned, and an estimate of the damages and benefits accruing to any person using the attached form. The report must be signed by most of the viewers, but it may be signed in counterparts.

You will receive compensation as fixed by the Board of County Commissioners not to exceed five dollars (\$5.00) per day.

And you understand your duty under penalty of law as set out in Section 67-5-11 NMSA 1978 (1905).

Date of Issue

County Clerk

Served by County Sheriff pursuant to NMSA section 67-5-11

WARRANT

TO: Fred Parker Jr.

GREETINGS

Pursuant to Section 67-5-9 NMSA 1978, as amended, you are hereby notified that you have been appointed as a member of a board of commissioners of three (3) freeholders of Colfax County, New Mexico, to view 7th Street 6th Street and 41 Avenue and write a report with recommendations on whether to abandon the section of the road that borders Southwest Quarter of Section 2 township 30 North range 23 East, as prayed for in the attached petition dated 7/11/2023.

The petition seeks abandonment of that part of 7th Street 6th Street and 41 Avenue which are properties owned by Lee & Alexis Dixon (please see attached map).

You are required to view the area in question, assess the benefits and damages accruing to all persons by reason of the abandonment of the road section, and to file a joint written report ten (10) days prior to the County Commission meeting to be held on . Said report shall be filed in the Office of the County Clerk of Colfax County, New Mexico, and shall contain a full statement of the proceedings, your recommendations as to whether the road section should be abandoned, and an estimate of the damages and benefits accruing to any person using the attached form. The report must be signed by most of the viewers, but it may be signed in counterparts.

You will receive compensation as fixed by the Board of County Commissioners not to exceed five dollars (\$5.00) per day.

And you understand your duty under penalty of law as set out in Section 67-5-11 NMSA 1978 (1905).

Date of Issue

County Clerk

Served by County Sheriff pursuant to NMSA section 67-5-11



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



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

June 28, 2023

Mr. Jorge Ayala
Regional Director
Austin Regional Office of the Economic Development Administration
903 San Jacinto, Suite 206
Austin, Texas 78701

RE: Letter of Support for EDA Grant application: "Raton, NM Film
Studio and Education Center (Disaster 2023)"

Dear Mr. Ayala,

Colfax County Commission is proud to support the City of Raton in its pursuit of EDA funds for the construction of a high-tech film studio and education center in Raton. We are fully supportive of the project and will do our part to ensure its success.

This project brings together government, educational, and non-profit partners in a way that will benefit local communities and the film industry regionally and statewide to build economic resiliency in the face of disasters confronting the region such as wildfires, flooding, extreme weather, and pandemics, like those declared by the president in DR-4652-NM. The project will help the City of Raton, a transitioning coal community that needs to bolster economic resiliency after the loss of mining jobs and in preparation for future climate disasters. The project will contribute to community revitalization through the adaptive



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



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

re-use of the abandoned Kearny school building; and build on the film industry's success in New Mexico and will add needed jobs and investment to Raton's economy.

EDA's support of this project will generate significant economic benefits to our region and will create resiliency in the former coal-dependent economy of Raton and Colfax County to one with high-paying, private sector jobs.

Sincerely,

Approved in open meeting this 28th day of June 2023.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo
Si Trujillo, CHAIRMAN

Mary Lou Kern
Mary Lou Kern, VICE-CHAIR

Bret Wier
Bret Wier, MEMBER

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



Colfax County



LODGERS TAX APPLICATION

APPLICATION FOR REQUESTING FUNDING FOR ADVERTISING, PUBLICIZING, AND PROMOTING TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS

1. Narrative:

(Provide a complete description of how the tourist-related facility, attraction, or event and how the requested funding amount will bring people into the County.)

The Colfax County Fair Grounds will be the location for the Colfax County Fair ~~grounds~~ where there will be poultry, rabbit, market steer, market lamb, market hog shows, a ranch rodeo and two open rodeos. There will be indoor exhibits and vendors along with a BBQ. The 5 day event brings in around 1,000 to 1,500 people to view the exhibits, attend the shows, and watch the rodeos.

2. List the objective for your tourist-related facility, attraction, or event.

The objective is to support the youth of Colfax County that ~~participate~~ participate in Colfax County 4-H and FFA.

3. Describe how the tourist-related facility, attraction, or event promotes Colfax County as a destination which results in overnight stays that include other revenue generating activities in the community.

The rodeos and shows usually encourage participants to stay in Springer.

4. Describe how the tourist-related facility, attraction, or event enhances future promotion of the County as a destination.

The fair grounds are available year round for boarding animals so most of the participants that compete in the rodeos come back and stay on their way thru Springer at some point throughout the year.

5. List any partners who will provide funding for your tourist-related facility, attraction, or event.

Partner Name	Partner Contribution
	\$
	\$
	\$
	\$

6. Provide a detail cost breakdown for the cost of the tourist-related facility, attraction, or event.

(Attach a copy of budget, pro-forma, or other financial information)

Boe C. Loper

Printed Name

Boe C. Loper

Signature

Pre-Facility, Attraction, or Event Form 1

Organization Information

CONTACT AND FACILITY, ATTRACTION, OR EVENT INFORMATION

(Turned in with the application 45 days prior to event)

Contact Information

Organization Name (As listed on W9)	Colfax County Fair Association
Facility, Attraction, or Event Name	Colfax County Fair & Rodeo
Event Date(s)	July 25-30, 2027
Facility, Attraction, or Event Organizer Name & Title within Organization	Garyann Jeffers President
Phone Number of Organizer	575-445-8071
Email of Organizer	colfax@nmsu.edu
Facility, Attraction, or Event Location(s)	Colfax County Fair Grounds 61 Airport Road Springer, NM 87747

Expected Results

Number of participants at your facility, attraction, or event (excluding volunteers and staff)	1,500 - 2,000
Number of volunteers/staffs at your facility, attraction, or event	100

Specify OTHER revenue sources expected to be contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded

Colfax County



LODGERS TAX TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS APPLICATION SUMMARY

ELIGIBILITY

- Only tourist-related facilities, attractions, and tourist-related events occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (A).

SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.
- All Lodgers Tax requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manager's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

For Lodger's Tax Advisory Board Use Only

PRIORITY #	# 1
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 6,200 ⁰⁰

Title/Position

[Signature]

Lodger's Tax Clerk

7/3/2023

Colfax County



APPLICATION FOR REQUESTING FUNDING FOR ADVERTISING, PUBLICIZING, AND PROMOTING TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS

1. Narrative:

(Provide a complete description of how the tourist-related facility, attraction, or event and how the requested funding amount will bring people into the County.)

This event is the third annual RMRA Raton SuperCross event and has a history of bringing in families, spectators and participants who purchase lodging, food, gas and spend other recreational dollars in Colfax County and introduces overnight and day tripper travelers to the Raton and surrounding areas of Colfax County. This year's event is a Colorado-based Rocky Mountain Riders Association regional championship event and will draw spectators, participants and their families to Colfax County and the Raton area.

2. List the objective for your tourist-related facility, attraction, or event. **The objective is to draw tourism to Colfax County and promote the Colfax County Events Center where the RMRA Raton SuperCross event is being held.**

3. Describe how the tourist-related facility, attraction, or event enhances future promotion of the County as a destination.

A successful 2023 event will allow Raton, Colfax County and Raton SuperCross to host additional future events, including Championship events in 2023 and beyond, bringing in future tourism for lodging, food, gas and recreational activities.

4. List any partners who will provide funding for your tourist-related facility, attraction, or event.

Pre-Facility, Attraction, or Event Form 1

CONTACT AND FACILITY, ATTRACTION, OR EVENT INFORMATION (Turned in with the application 45 days prior to event)

Contact Information

Organization Name (As listed on W9)	Center for Community Innovation
Facility, Attraction, or Event Name	Raton SuperCross 2023
Event Date(s)	Saturday, September 9th, 2023
Facility, Attraction, or Event Organizer Name & Title within Organization	Kim Romero Davis
Phone Number of Organizer	575-224-1948
Email of Organizer	kimromerodavis@yahoo.com
Facility, Attraction, or Event Location(s)	Colfax County Event Center, Raton, NM

Expected Results

Number of participants at your facility, attraction, or event (excluding volunteers and staff)	2000 Minimum up to 3500 Projected including participants and spectators
Number of volunteers/staffs at your facility, attraction, or event	up to 75 Volunteers/Staff

Specify OTHER revenue sources expected to be contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded
Raton Lodgers Tax Advisory Board	\$10,000	May 17th, 2023
Sponsor Funding	\$15,000 Projected	TBD

Partner Name	Partner Contribution
Raton Lodger's Tax Advisory Board requested funding	\$10,000
Various sponsor generated funding to address other related expenses, prizes and purse money	\$15,000
	\$
	\$

5. Provide a detail cost breakdown for the cost of the tourist-related facility, attraction, or event.

(Attach a copy of budget, pro-forma, or other financial information)

See attached addendum titled Raton SuperCross 2023 Media Plan

Kim Romero Davis

Printed Name

Kim Romero Davis

Signature

Pre-Facility, Attraction, or Event Form 2

ADVERTISING/MARKETING/PROMOTIONAL PLAN AND BUDGET (Turned in with the application 45 days prior to event)

Fill out the chart with your advertising plan and the estimated cost for these ads. We recommend you contact the agencies in advance to get advertising quotes to assist with your budget.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Date of Ad Publication or Item Purchased	Cost
KFUN AM/FM / KLVF Las Vegas, NM	Radio Ads	July 24th - Sept 9th, 2023	\$1000 w/ tax
Cumulus Radio / 2 stations Colorado Springs, CO	Radio Ads	July 24th - Sept 9th 2023	\$2600
KRDO TV 13 / KRDO.com Colorado Springs, CO	TV Ads and Digital Ads	July 24th - Sept 9th 2023	\$5000
Townsquare Media - 2 stations plus Social Media Amarillo, TX	Radio and Digital TV Ads	July 24th - Sept 9th 2023	\$5000
FOX TV NEW MEXICO ABQ, NM	TV Ads and Digital display ads	July 24th - Sept 9th 2023	\$5400 w/ tax
American General Media 2 stations ABQ. NM	Radio Ads	July 24th - Sept 9th 2023	\$3250 w/ tax
Colored Spot Creative	Banners	September 9th 2023	\$3500
Baxter	Porta Potties	September 9th	\$1200
Security	N/A	N/A	\$0
TOTAL FOR MARKETING/ PROMOTION/ON SITE			\$26,950
Total Projected Cost of Marketing:			

Raton SuperCross 2023 Media FINAL 6.29.23

Las Vegas NM

KFUN AM/FM KLVF FM \$1,000 includes
tax

Colo Springs/Pueblo, CO

Cumulus Radio Stations/2 stations \$2,600 no tax

KRDO TV / KRDO.com
includes TV campaign, Digital Video
KRDO.com Home Page Takeover
and TV spot production

\$5,000 no tax

Amarillo, TX

Townsquare Media/2 Stations \$5,000 no tax
includes radio campaign,
Sponsored Social Mentions

Albuquerque, NM

Fox TV New Mexico \$5,400 includes
TV campaign tax

American General Media
Radio Stations KABG, KKSS

\$3,250 includes
tax

Banners

\$3,500 includes
tax

Porta Potties

\$1,200 includes
tax

Security

\$0 TBD

TOTAL **\$26,950**

Raton Supercross Attendance Numbers

Racers	282
Pit	970
Volunteer	40
Sponsor	75
Spectator	715
Total Attendance	2082

1252

Porta Potties 1200

Banners 3500

Colfax County



LODGERS TAX TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS APPLICATION SUMMARY

ELIGIBILITY

- Only tourist-related facilities, attractions, and tourist-related events occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (A).

SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.
- All Lodgers Tax requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manager's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

For Lodger's Tax Advisory Board Use Only

PRIORITY #	# 2
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 26,950 ⁰⁰

Title/Position

Don A. Delgado 7/3/2023
Lodger's Tax Clerk

Colfax County



LODGERS TAX APPLICATION

APPLICATION FOR REQUESTING FUNDING FOR ADVERTISING, PUBLICIZING, AND PROMOTING TOURIST-RELATED FACILITIES, ATTRACTION, AND TOURIST-RELATED EVENTS

1. Narrative:

(Provide a complete description of how the tourist-related facility, attraction or event and how the requested funding amount will bring people into the County.)

The Annual Honkytonk Hodgepodge (HTHP 2023) is the largest free public music festival in Northern New Mexico. It is held the first weekend August every year since 2015. Over 30 bands will play during the event. The bands come from mostly Denver area and bring a large number of followers with them.

This event will attract hundreds of people if not a thousand throughout the weekend. These attendees will spend money and increase traffic to the local townships as well.

2. List the objective for your tourist-related facility, attraction, or event.

The objective is further inform more areas and people of the HTHP 2023.

3. Describe how the tourist-related facility, attraction, or event promotes Colfax County as a destination which results in overnight stays that include other revenue generating activities in the community.

This event as stated before will attract hundreds, if not a thousand or so people throughout the weekend which will increase traffic and revenue in the surrounding area for food, gas, supplies and lodging.

4. Describe how the tourist-related facility, attraction, or event enhances future promotion of the County as a destination.

This event enhances growth through the established annual aspect. It continues to grow each year and has a solid reputation as a must attend event.

5. List any partners who will provide funding for your tourist-related facility, attraction, or event.

Partner Name	Partner Contribution
Colfax Tavern & Diner	\$ 4300 ⁰⁰
	\$
	\$
	\$

6. Provide a detail cost breakdown for the cost of the tourist-related facility, attraction, or event.

(Attach a copy of budget, pro-forma, or other financial information)

Shelly C Quartieri
Printed Name


Signature

Pre-Facility, Attraction, or Event Form 1

Organization Information

CONTACT AND FACILITY, ATTRACTION, OR EVENT INFORMATION

(Turned in with the application 90 days prior to event)

Contact Information

Organization Name (As listed on W9)	Colfax Tavern & Diner LLC
Facility, Attraction, or Event Name	HTHP 2023
Event Date(s)	August 11-12, 2023
Facility, Attraction, or Event Organizer Name & Title within Organization	Colfax Tavern & Diner LLC
Phone Number of Organizer	505-617-5323
Email of Organizer	colfaxtavern@yahoo.com
Facility, Attraction, or Event Location(s)	32230 US Hwy 64 Maxwell, NM

Expected Results

Number of participants at your facility, attraction, or event (excluding volunteers and staff)	850
Number of volunteers/staffs at your facility, attraction, or event	12

Specify OTHER revenue sources expected to be contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded

Pre-Facility, Attraction, or Event Form 2

BUDGET REPORT

ADVERTISING/MARKETING/PROMOTIONAL PLAN AND BUDGET
(Turned in with the application 90 days prior to event)

Fill out the chart with your advertising plan and the estimated cost for these ads. We recommend you contact the agencies in advance to get advertising quotes to assist with your budget.

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Date of Ad Publication or Item Purchased	Cost
Example: KRTN Radio Station	Satellite Internet/Radio Advertisement	April 15-22, 2021	\$45.00
Example: The World Journal Newspaper	Newspaper Advertisement Promotion	April 10-24	\$60.00
Curtis Wallach	Posters	7/15/2022 7/10/23	500.00
KCRT	radio ads	7/15/22 7/10/23	1790.00
Total Projected Cost of Marketing:			\$ 2290 ⁰⁰

Colfax County



LODGERS TAX TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS APPLICATION SUMMARY

ELGIBILITY

- Only tourist-related facilities, attractions, and tourist-related events occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (A).

SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.
- All Lodgers Tax requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manger's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

For Lodger's Tax Advisory Board Use Only

PRIORITY #	# 3
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 2290 ⁰⁰

Title/Position

Don Holaday
Lodgers Tax Clerk

7/3/2023

Colfax County



PO Box 1498, 230 N. 3rd St., Raton New Mexico 87740

Lodger's Tax Request Form

USE OF PROCEEDS: For advertising, publicizing, and promoting tourist-related facilities and attractions and tourist-related events in Colfax County. The proceeds collected by the County, pursuant to "The Ordinance", must be expended within (2) Two years of the fiscal year in which they were collected.

FACILITIES: Any organization which promotes travel and tourism for the benefit of Colfax County.

The Lodgers' Tax Advisory Committee has a recommendation for the Colfax Board of County Commissioners':

Name: Blu Dragonfly Brewing LLC

Address: 33808 US Hwy 64

City: Raton

State: NM

Zip Code: 87740

Date of event: July 21-22, 2023

\$ Amount Requested: \$8000.00

Non-Promotional Funding: \$0.00

Promotional Funding: \$8000.00

Administrative Cost: \$0.00

<u>BUSINESS NAME & ADDRESS</u>	<u>AMOUNT REQUESTED</u>	<u>RECOMMENDED FOR APPROVAL BY:</u>
Blu Dragonfly Brewing LLC 33808 US Hwy 64 Raton NM 87740	\$8,000.00	Tina Colangelo Lodger's Tax Clerk

APPROVED BY BOARD OF COMMISSIONERS:

Date: _____

Colfax County



LODGERS TAX APPLICATION

APPLICATION FOR REQUESTING FUNDING FOR ADVERTISING, PUBLICIZING, AND PROMOTING TOURIST-RELATED FACILITIES, ATTRACTION, AND TOURIST-RELATED EVENTS

1. Narrative:

(Provide a complete description of how the tourist-related facility, attraction or event and how the requested funding amount will bring people into the County.)

Our annual swap meet is a two-day event where our vendors come for up to 250 miles around Raton to sell or trade their car parts and motorcycle parts. We have contacts in the antique motorcycle world who may come from further distances.

2. List the objective for your tourist-related facility, attraction, or event.

We are trying to attract 100 vendors to the show plus 300-400 show visitors/customers

3. Describe how the tourist-related facility, attraction, or event promotes Colfax County as a destination which results in overnight stays that include other revenue generating activities in the community.

During our two-day event we will be attracting 400-500 vendors and customers to the meet, this will affect Raton hotels, restaurants, gas stations, and shops.

4. Describe how the tourist-related facility, attraction, or event enhances future promotion of the County as a destination.

This event will be an annual event, drawing 400-500 participants and spectators from a 250 mile radius.

5. List any partners who will provide funding for your tourist-related facility, attraction, or event.

Partner Name	Partner Contribution
	\$
	\$
	\$
	\$

6. Provide a detail cost breakdown for the cost of the tourist-related facility, attraction, or event.
(Attach a copy of budget, pro-forma, or other financial information)

Colin Tawney _____
Printed Name

Signature

Organization Information

CONTACT AND FACILITY, ATTRACTION, OR EVENT INFORMATION
(Turned in with the application 90 days prior to event)

Contact Information

Organization Name (As listed on W9)	Blü Dragonfly Brewing, LLC
Facility, Attraction, or Event Name	Annual Car and Swap meet at the Raton Armory Events Center
Event Date(s)	July 21-22 ^h , 2023
Facility, Attraction, or Event Organizer Name & Title within Organization	Colin Tawney
Phone Number of Organizer	575-376-1110
Email of Organizer	Colin@BluDragonflyBrewing.com
Facility, Attraction, or Event Location(s)	33808 HWY 64, Raton, NM 87740

Expected Results

Number of participants at your facility, attraction, or event (excluding volunteers and staff)	300-500
Number of volunteers/staffs at your facility, attraction, or event	6

Specify OTHER revenue sources expected to be contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded

Pre-Facility, Attraction, or Event Form 2

BUDGET REPORT

ADVERTISING/MARKETING/PROMOTIONAL PLAN AND BUDGET
(Turned in with the application 90 days prior to event)

Fill out the chart with your advertising plan and the estimated cost for these ads. We recommend you contact the agencies in advance to get advertising quotes to assist with your budget.

[illegible]

Colfax County



LODGERS TAX TOURIST-RELATED FACILITIES, ATTRACTIONS, AND TOURIST-RELATED EVENTS APPLICATION SUMMARY

ELIGIBILITY

- Only tourist-related facilities, attractions, and tourist-related events occurring in the unincorporated portion of the County are eligible for County Lodger Tax funds and as per Colfax County Ordinance NO. 2019-02 (Amended) Section 5 (A).


SUBMISSION REQUIREMENTS

- Any questions about the Application should be addressed to the County Manager by phone at (575) 445-9661 or the Lodger's Tax Clerk.
- All Lodgers Tax requests must be in the format as shown in this application. Failure to complete the application in its entirety will automatically disqualify the request.
- The original Application must be submitted to the County Manager's Office, P.O. Box 1498, Raton, New Mexico 87740.
- Application will be reviewed at the Regular Meeting of the Lodgers Tax Advisory Committee. Application must be present at the meeting for their application to be considered at the meeting and the Lodger's Tax Funding Guide must be signed and dated by all Applicants.

For Lodger's Tax Advisory Board Use Only

PRIORITY #	# 12
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 8000 ⁰⁰

Title/Position


Lodger's Tax Clerk

6/5/2023

2023 Armory Event Center Motorcycle Swap Meet
July 21-22, 2023

Pro-Forma Budget

Ask From Lodgers Tax:

Total Advertising- Radio, printed materials, internet/social media marketing: \$8500.00
Commemorative T-Shirts (with Colfax County Lodgers Tax Emblazoned on back): ~~\$1500~~ ^{NO}
Printed materials and posters to distribute to motorcycle shops & powersports shops within a
250 mile radius of Raton. Radio media plan is KCRT and KRTN

Total Ask Of Lodger's Tax: ~~\$10,000~~ ⁸⁰⁰⁰

Self-Funded Or Sponsor-Provided:

Event Center/Brewery Weekend Payroll- \$1500
Misc. Materials/Supplies- \$750

Total: \$2250

Income:

\$40 10 x 20 swap meet space (est. 100): \$4000
\$6000 Direct spending with event center/brewery from beverage sales, t-shirts, food: \$7500

Total Income: \$11,500

This will not include vendor transactions at the event. We are assuming vendors will be required to collect and remit the county GRT rate for the event. All vendors will be advised of this policy and will be provided forms to remit payment at event close. We estimate the total individual exchange at the swap meet could be \$25,000-\$50,000. Please advise how best to enforce this policy as most, if not all, vendors will not have a New Mexico CRS number.

Income numbers makes no assumption of spending off-property during the event period nor prior to and afterwards.



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



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 #2023-21 **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 \$141,750.00.

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



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

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 11th day of July 2023.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

Contract No. _____
Vendor No. 54380
Control No. L400623

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Colfax County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for **Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads**, as described in Control No. **L400623**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **One Hundred Eighty-Nine Thousand One Dollars and No Cents (\$189,001.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$141,751.00**

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads

2. Public Entity’s required proportional matching share shall be 25%: **\$47,250.00**

3. Total Project Cost: **\$189,001.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Eighty-Nine Thousand One Dollars and No Cents (\$189,001.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Local Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2024**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not

- been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
 - d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Colfax County

By: _____

Date: _____

Title: _____

Attest: _____
County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

FY23



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



County Commissioners

Si Trujillo
Chairman
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Mary Lou Kern
Vice Chairman
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505-617-6895

Bret E. Wier
Member
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(505) 652-0039

Monte K. Gore
Colfax County Manager
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(575) 445-9661

Elected Officials

Lydia M. Garcia
County Treasurer
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Kristi E. Graham
County Assessor
(575) 445-2314

Royal Quint
Probate Judge
(575) 445-9565

RESOLUTION #2023-22 **County Cooperative Agreement Between New Mexico** **Department of Transportation and** **Colfax County for Control #L400630**

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 \$117,451.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$88,088.00.

And

- b. County of Colfax proportional matching shall be 25% or \$29,363.00.

TOTAL PROJECT COST IS \$117,451.00

The County of Colfax shall pay cost, which exceed the total amount of \$117,451.00.

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 #L400630 with the New Mexico Department of Transportation For LGRF Project for year 2023-2024 to plan design, construction



Colfax County

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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 11th day of July 2023.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

Contract No. _____
Vendor No. 54380
Control No. L400630

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Colfax County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for **Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads**, as described in Control No. **L400630**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **One Hundred Seventeen Thousand Four Hundred Fifty-One Dollars and No Cents (\$117,451.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$88,088.00**

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads

2. Public Entity’s required proportional matching share shall be 25%: **\$29,363.00**

3. Total Project Cost: **\$117,451.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Seventeen Thousand Four Hundred Fifty-One Dollars and No Cents (\$117,451.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Local Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2024**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not

- been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
 - d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Colfax County

By: _____

Date: _____

Title: _____

Attest: _____
County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK: _____

[illegible]



Colfax County

Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740
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County Assessor
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Royal Quint
Probate Judge
(575) 445-9565

RESOLUTION #2023-23

County Cooperative Agreement Between New Mexico Department of Transportation and Colfax County for Control #L400637

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 \$117,333.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$88,000.00.

And

- b. County of Colfax proportional matching shall be 25% or \$29,333.00.

TOTAL PROJECT COST IS \$117,333.00

The County of Colfax shall pay cost, which exceed the total amount of \$117,333.00.

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 #L400637 with the New Mexico Department of Transportation For LGRF Project for year 2023-2024 to plan design, construction



Colfax County

Board of Commissioners

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Probate Judge
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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 11th day of July 2023.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

Contract No. _____
Vendor No. 54380
Control No. L400637

LOCAL GOVERNMENT ROAD FUND COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Colfax County** (Public Entity), collectively referred as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for **Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads**, as described in Control No. **L400637**, and the Public Entity’s resolution attached as **Exhibit C** (Project). The Project is a joint and coordinated effort for which the Department and the Public Entity each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

a. For purpose stated above, the estimated total cost for the Project is **One Hundred Seventeen Thousand Three Hundred Thirty-Three Dollars and No Cents (\$117,333.00)** to be funded in proportional share by the parties as follows:

1. Department’s share shall be 75%: **\$88,000.00**

Planning, design, construction, reconstruction, pavement rehabilitation, drainage Improvements and miscellaneous constructions to various county roads

2. Public Entity’s required proportional matching share shall be 25%: **\$29,333.00**

3. Total Project Cost: **\$117,333.00**

b. The Public Entity shall pay all Project costs, which exceed the total amount of **One Hundred Seventeen Thousand Three Hundred Thirty-Three Dollars and No Cents (\$117,333.00)**.

c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay project funds as identified in Section 2, Paragraph a1, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award and Notice to Proceed;
- c. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a2; and
- d. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the purpose as described in Section 1.
- b. Submit an estimate of the Project, including work to be performed and cost to the District Engineer within thirty (30) calendar days of execution of this Agreement, or as otherwise agreed to in writing by the parties.
- c. Be solely responsible for all local matching funds identified in Section 2. Certify that these matching funds have been appropriated, budget and approved for expenditure prior to execution of this Agreement.
- d. Pay all costs, perform/supply or contract for labor and material, for the purpose as described in Section 1 and the Project estimate approved by the District Engineer.
- e. Procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- f. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for providing local matching funds; environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- g. Cause all designs and plans to be performed under the direct supervision of a Registered New Mexico Professional Engineer, when applicable, as determined by the Department.
- h. Obtain all required written agreements or permits, when applicable, from all public and private entities.
- i. Allow the Department to inspect the Project to determine that the Project is being constructed in accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards as determined by the Department, will result in termination, for default, including without limitation the Public Entity's costs for funding, labor, equipment and materials.
- j. Complete the project within eighteen (18) months of approval of funding by the State Transportation Commission.
- k. Within thirty (30) calendar days of completion, provide written certification that all work under this Agreement was performed in accordance with either the New Mexico Department of Transportation's Standard Specification, Current Edition; American Public Works Association (APWA) Specifications; Department approved Public Entity

established Specifications; or Department Specifications established for Local Government Road Fund projects, by submitting the **Project Certification of Design, Construction, and Cost form**, which is attached as Exhibit A.

- l. Within thirty (30) calendar days of completion, furnish the Department an **AS BUILT Summary of Costs and Quantities** form, which is attached as Exhibit B. The report should reflect the total cost of project as stated in **Project Certification of Design, Construction, and Cost form**.
- m. Failure to provide the **Project Certification of Design, Construction, and Cost form** and an **AS BUILT Summary of Costs and Quantities** report within thirty (30) calendar days of Project completion will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- n. Upon completion, maintain all Public Entity facilities that were constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this Project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision can not be used by the Public Entity to meet a required match under any other program.
- e. The provisions of the Tribal/Local Public Agency State Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **December 31, 2024**. In the event an extension to the term is needed, the Public Entity shall provide written notice along with detailed justification to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement, by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not

- been contractually committed within one year from the effective date of this agreement.
- c. If sufficient appropriations and authorizations are not made by the Legislature, this Agreement may terminate immediately upon written notice of the Department to the Public Entity.
 - d. Neither party has any obligation after termination, except as stated in Sections 4n and 5.

8. Third Party Beneficiary.

It is not intended by any of the provisions of any part of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain a suit(s) for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1, *et seq.*, and any other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and it must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents will be valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful; performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, local, and Department laws, regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties 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 and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Colfax County

By: _____

Date: _____

Title: _____

Attest: _____
County Clerk

EXHIBIT A
PROJECT CERTIFICATION OF
DESIGN, CONSTRUCTION, AND COST

TO: New Mexico Department of Transportation
District _____ LGRF Coordinator

Cooperative Agreement No. _____ Control No. _____
Joint Powers Agreement No. _____ Control No. _____

Entity: _____

Scope of Work (Including Routes and Termini):

I, the undersigned, in my capacity as _____ of _____ state
that:

1. The design is in compliance with all state laws, rules, regulations, and local ordinances and was performed in accordance with the provisions set forth in this Agreement and in the Tribal/Local Public Agency State Funding Handbook (Current Edition);

2. Construction of the project was performed in accordance with standards and specifications set forth in:

_____ and completed on _____, 20____; and

3. That the total project cost of _____, with New Mexico Department of Transportation 75% share of _____ and the Public Entity share of _____ (as submitted in attached "As Built Summary of Costs and Quantities") is accurate, legitimate, and appropriate for the project.

Name

Date

Print Name

Title

EXHIBIT B
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]