

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: Colfax Tavern & Diner

Address: 32230 US Hwy 64

City: Cold Beer/Cimarron

State: NM

Zip Code: 87228

Date of event: June 30th – July 2nd

\$ Amount Requested: \$1000.00

Non-Promotional Funding: \$0.00

Promotional Funding: \$1000.00

Administrative Cost: \$0.00

<u>BUSINESS NAME & ADDRESS</u>	<u>AMOUNT REQUESTED</u>	<u>RECOMMENDED FOR APPROVAL BY:</u>
Colfax Tavern & Diner 32230 US Hwy 64 Cimarron NM 87228	\$1,000.00	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, 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.)

July 4th, 2023 weekend Live Music event hosted by Colfax Tavern & Diner at Cold Beer NM. This weekend is full of live music every evening, that will draw in not only the ordinary crowd to the Colfax area, but all visitors and travelers, too. Friday night Capton Reid band from southern Colorado area, Saturday night Aniston Pate from north Texas area, and Ry Taylor from Northern NM area.

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

Our objective to attract a more travelers for a music event out to our area.

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.

We are a very rural area and of course, near towns should get some traffic.

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

By becoming the destination in Northern NM for live music, travelers can become resilient in planning more trips to our area.

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

Partner Name	Partner Contribution
Self - Colfax Tavern	\$ 100
	\$
	\$
	\$

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 Quartieri

 Printed Name

Shelly Quartieri

 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 Tavern & Diner LLC
Facility, Attraction, or Event Name	July 4th Live Music Weekend
Event Date(s)	June 30th-July 2nd, 2023
Facility, Attraction, or Event Organizer Name & Title within Organization	Shelly Quartieri
Phone Number of Organizer	505-617-5323
Email of Organizer	colfaxtavern@yahoo.com
Facility, Attraction, or Event Location(s)	Cold Beer NM 32230 US Hwy 64 Cimarron NM 87728

Expected Results

Number of participants at your facility, attraction, or event (excluding volunteers and staff)	460
Number of volunteers/staffs at your facility, attraction, or event	10

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

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 #	# 11
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 1,000 ⁰⁰

Title/Position

Jana Day
Lodger's Tax Clerk

6/5/2023

Colfax County



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

Lodger's Tax Request Form

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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

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 #	# 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

RESOLUTION 2023-20 Budget Adjustments-Variou s Funds

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

WHEREAS, the Commission Fund (101-0101), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
101-0101-41910	Contingency Accrued Vac & Sick	\$40,000.00
101-0101-47006	Fees & Penalties	\$69,508.07

WHEREAS, the Law Enforcement Protection Fund (211-0414), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
211-0414-46001	Supplies	\$6,641.18
211-0414-46020	Inventory	\$5,176.54

WHEREAS, funds have and need to be increased in YES Program Fund (218-0412); and

WHEREAS, a revenue increase under such circumstances is necessary and lawful, the following revenue increase should be made as follows:

<u>Increase Revenue</u>		
218-0412-37900	Grants	\$11,521.76

WHEREAS, the YES Program Fund (218-0412), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
218-0412-41042	Contracted Coordinator	\$13,500.00
218-0412-41043	Contracted Employee	\$52,000.00
218-0412-42010	FICA-Regular	\$3,800.00
218-0412-42020	FICA-Medicare	\$890.00
218-0412-42050	Group Health Insurance	\$3,500.00
218-0412-46001	Supplies	\$14,193.74

WHEREAS, the YES BHSB Prevention Fund (218-0413), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
218-0413-41042	Contracted Coordinator	\$7,900.00
218-0413-46020	Inventory	\$14,300.00

WHEREAS, the Maternal/ Child Healthcare Fund (218-0421), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
218-0421-43010	Mileage Reimbursement	\$198.19
218-0421-43020	Per Diem	\$404.00
218-0421-46001	Supplies	\$390.10

WHEREAS, the Legislative Appropriations (218-0472), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
218-0472-48092	Capital Outlay-Legis Approp., County	\$27,000.00

WHEREAS, the DWI Program Fund (223-0625), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
223-0625-47004	Refunds & Reimbursements	\$59,425.18

WHEREAS, the LDWI Fund (223-0626), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
223-0626-46001	Supplies	\$2,631.37

WHEREAS, the Recording/Filing Fund (225-0490), has sufficient funds; and

WHEREAS, an increase in expenditures under such circumstances is necessary and lawful, the following increase should be made as follows:

<u>Increase Expense</u>		
225-0490-48020	Capital-Equipment & Machinery	\$26,839.06

THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Colfax County, New Mexico, hereby, approves, authorizes and directs that the Colfax County budget for fiscal year 2022-2023 be amended accordingly.

Done in open meeting this 28th day of June, 2023

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, Chairman

Mary Lou Kern, Vice-Chairman

Bret Wier, Member

ATTEST:

Rayetta M. Trujillo, Clerk of the Board

**CCYES Home Visitor
Alejandra Sanchez
FY24 Service Agreement**

THIS AGREEMENT made and entered into on June 28, 2023, by and between BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO hereinafter called "County" whose address is 230 N. 3rd Street, Raton, NM 87740, and Alejandra Sanchez hereinafter called "CCYES Home Visitor. "

WITNESSETH:

WHEREAS, the accomplishment of the work and service described in this agreement is necessary and essential to the public work program of the County; and

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereby agree as follows:

1. EMPLOYMENT OF CONTRACTOR

The County hereby extends employment of the CCYES Home Visitor, the Home Visitor hereby accepts employment as a contract employee as defined within the Colfax County Personal Policy, for the purpose and pursuant to the terms and conditions hereinafter set forth. Funding to be provided by the Early Childhood Education and Care Department, Department of Health, and Children Youth and Families (CYFD) Grant.

2. DESCRIPTION OF PROJECT

This project will consist of CCYES Home Visitor as defined by, but not limited to, job description on file at the Colfax County Courthouse.

Performance of this Agreement shall be for a period commencing on July 1, 2023, and agreement and continuing through June 30, 2024. The County shall have the option to extend the performance period set forth in this Agreement monthly as needed from the effective date of this Agreement. Extensions will be based on performance and available funding and subject to the County's decision.

3. DUTY OF CCYES HOME VISITOR

The CCYES Home Visitor will render professional services as provided by the CCYES Program and the County in the initial services agreement. Specific activities shall also include:

- A. The CCYES Home Visitor will be primarily responsible for the execution of Early Childhood Education and Care Department- Home Visiting grants, to be completed as specified by each contracts Scope of Work.
- B. The CCYES Home Visitor will attend training's, workshops and conferences identified as pertinent, by the Program Manager, or as mandated by each individual contract in order to achieve the goals of the program as specified by each contract's Scope of Work.

- C. The CCYES Home Visitor will peruse endorsements, certifications and any other educational requirements as mandated by each contracts Scope of Work.
- D. The CCYES Home Visitor shall assist in the completion of the Scopes of Work as outlined in all Contracts obtained for FY23 between but not limited to CCYES of Early Childhood Education and Care Department- Home Visiting grant, NM Department of Health (NMDOH) and the (Health Council) grant (on file at Colfax County Courthouse).
- E. The CCYES Home Visitor shall report to and work under the daily supervision of the CCYES Home Visitor or designee, subject to the supervision and control of the Colfax County Manager or his/her designee.
- F. The CCYES Home Visitor shall comply with all policies and procedures established by the agency (CCYES) concerning the execution of all CCYES contract requirements.
- G. The CCYES Home Visitor shall have no authority to enter into or bind Colfax County, New Mexico to any payment or contractual obligations. All agreements, Memorandums of Understanding, and contracts concerning the CCYES Program or the CCYES Home Visitor must be expressly approved and executed by Colfax County Manager or the Board of Commissioners of Colfax County, New Mexico.
- H. The CCYES Home Visitor shall comply with all policies and procedures established by the Colfax County Manager's Office concerning the expenditure of CCYES Program funds.

4. PAYMENTS TO THE CCYES HOME VISITOR

For services rendered by the CCYES Home Visitor working forty (40) hours a week, the County shall pay the CCYES Home Visitor a fee, the prorated sum of \$35,352.00 annually, from July 1, 2023, through June 30, 2024.

The fee for services shall be paid in twenty-four (24) equal semi-monthly payments of \$1,473.00 when services have been verified. This amount is a maximum and not a guarantee that the work assigned to be performed by CCYES Home Visitor under this Agreement shall equal the amount stated herein. CCYES Home Visitor is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will CCYES Home Visitor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds and approval pursuant to the Colfax County Commission Approval.

Hours and pay are subject to change at any point during the duration of this contract, based on workload and funding availability. CCYES Home Visitor 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 (15) days after the date of receipt of written notice from CCYES Home Visitor that payment is requested, it shall provide CCYES Home Visitor a letter of exception explaining the defect or objection to the services and outlining steps CCYES Home Visitor 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.

5. TERMINATION BY EITHER PARTY

- A.** This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

- B.** In the event of such termination, CCYES Home Visitor's compensation shall be prorated to the date of termination and CCYES Home Visitor shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to CCYES Home Visitor's receipt of the notice of termination, if Colfax County is the terminating party, or CCYES Home Visitor's sending of the notice of termination, if CCYES Home Visitor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. CCYES Home Visitor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to CCYES Home Visitor if CCYES Home Visitor becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, CCYES Home Visitor or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

6. TERMINATION BY THE COUNTY

- A.** Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to CCYES Home Visitor. Furthermore, should the CCYES Home Visitor 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 CCYES Home Visitor of notice of termination of this Agreement, CCYES Home Visitor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

7. REMAINING TERMS AND PROVISIONS

Except as expressly provided in this Amended Extension of the CCYES Home Visitor Service Agreement Contract, all of the original terms and provisions of CCYES Home Visitor Service Agreement dated April 17th, 2023, shall remain in full force and effect.

8. ASSIGNMENT

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

9. HOLD HARMLESS

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

10. DEFAULT OF CCYES HOME VISITOR

CCYES Home Visitor agrees to the performance required by the terms of this CCYES Home Visitor contract. In the event CCYES Home Visitor fails to comply with this contract, CCYES Home Visitor shall be liable to the County for damages caused as a direct result of such default, except when such default is caused by factors beyond the control of CCYES Home Visitor. The factors of the beyond control by CCYES Home Visitor shall be immediately communicated to the County, and the County, at its sole discretion, shall decide whether such default is caused by factors beyond control of CCYES Home Visitor.

11. RECORDS AND FINANCIAL AUDIT

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

12. SUBCONTRACTING

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

13. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

15. AMENDMENT

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

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

16. MERGER

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

17. EQUAL OPPORTUNITY COMPLIANCE

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

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 shall be in the state district court located within Colfax County.

19. 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.

20. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. NOTICES

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

CCYES Home Visitor:

Alejandra Sanchez
1247 South 5th Street
Raton, NM 87740

Colfax County:

County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

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

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

CCYES, Home Visitor, Alejandra Sanchez

Date

**COLFAX COUNTY
YOUTH EMPOWERMENT SERVICES
PROGRAM (CCYES)**

**Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant,
Kristin Trujillo,
FY24 Service Agreement Extension**

THIS AGREEMENT made and entered into on June 28, 2023, by and between BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO hereinafter called "County" whose address is 230 N. 3rd Street, Raton, NM 87740, and Kristin Trujillo, hereinafter called "Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant."

WITNESSETH:

WHEREAS the accomplishment of the work and service described in this agreement is necessary and essential to the public work program of the County, and

WHEREAS the parties hereto desire to extend that CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant, Kristin Trujillo Contract Extension, dated July 1, 2023.

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereby agree as follows:

1. EMPLOYMENT OF CONTRACTOR

The County hereby extends employment of the CCYES Home Visitor, the Home visitor hereby accepts employment as a contract employee as defined within the Colfax County Personal Policy, for the purpose and pursuant to the terms and conditions hereinafter set forth. Funding to be provided by the Early Childhood Education and Care Department, Department of Health, and Children Youth and Families (CYFD) Grant.

2. DESCRIPTION OF PROJECT

This project will consist of Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant as defined by, but not limited to, the job description on file at the Colfax County Courthouse.

Performance of this Agreement shall be for a period commencing on July 1, 2023, and agreement and continuing through June 30, 2024. The County shall have the option to extend the performance period set forth in this Agreement monthly as needed from the effective date of this Agreement. Extensions will be based on performance and available funding and subject to the County's decision.

3. DUTY OF CERTIFIED Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant.

The Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant will render professional services as provided by the CCYES Program.

The Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant, in performing such work, shall comply with the job description included with this contract, provided by CCYES and the County. Since the work of the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant must be to assist the program Director in coordination with the activities of the County (including firms employed by and governmental agencies and subdivisions working with the County) the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall advise the CCYES Director, in advance, of all meetings and conferences between the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant and any governmental agency, political subdivision or third party which is necessary to the performance of the work of the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant as follows:

- A.** Attend training's, workshops, or conferences pertinent to achieving the goals of the program and its contracts.
- B.** Conduct outreach activities between CCYES and its' partner agencies to provide information and updates to services.
- C.** Conduct recruitment efforts with newly identified agencies for collaboration opportunities.
- D.** Provide Breastfeeding support to families in Colfax and Union Counties.
- E.** Coordinate scheduling program activities with subcontractors, other service providers, schools, and all those involved with the implementation of CCYES programs throughout the service areas.
- F.** Make needed contacts to coordinate services and various activities.
- G.** Provide appropriate Curriculum in group and individual classes.
- H.** Provide lactation counseling as requested by Miners Colfax Medical Center OBGYN Clinic and ward.
- I.** Assist CCYES Program director with monthly, quarterly and annual reports.
- J.** Work with current CCYES, Program Director and all staff to assure the completion of the Scopes of Work as outlined in all Contracts obtained for FY24 between but not limited to ECECD, The Department of Health (DOH) and Children Youth and Families (CYFD). (SOWs and Job description on file at Colfax County Courthouse).
- K.** The Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall assist program director in administrative duties as requested by

director, not to exceed the maximum knowledge or ability of the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant.

- L. The CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant /Home Visitor, shall have no authority to enter or bind Colfax County, New Mexico to any payment or contractual obligations. All agreements, Memorandums of Understanding, and contracts concerning the CCYES Program or the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant /Home Visitor must be expressly approved and executed by the Colfax County Manager, or CCYES Director.
- M. The CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall comply with all policies and procedures established by the Colfax County Manager's Office concerning the expenditure of CCYES Program funds.

4. PAYMENTS TO Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant

For services rendered by the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant as set forth herein, the County shall pay the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant as a fee the sum of \$50,232.00 yearly. This amount is a maximum and not a guarantee that the work assigned to be performed by the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant under this Agreement shall equal the amount stated herein. the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds and approval pursuant to the Colfax County Commission Approval. The Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant will work forty (40) hours per week. The fee for services shall be paid in twenty-four (24) equal semi-monthly payments of \$2,093.00 when services have been verified.

Hours and pay are subject to change at any point during the duration of this contract, based on workload and funding availability. The Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant 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 the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant that payment is requested, it shall provide the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant a letter of exception explaining the defect or objection to the services and outlining steps the Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant 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.

5. TERMINATION BY EITHER PARTY

A. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant's compensation shall be prorated to the date of termination and the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant's receipt of the notice of termination, if Colfax County is the terminating party, or the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant's sending of the notice of termination, if the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant if the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CCYES LEAD HOME VISITOR/LEAD FAMILY SUPPORT PRACTITIONER/BREASTFEEDING SUPPORT CONSULTANT'S DEFAULT/BREACH OF THIS AGREEMENT.

6. TERMINATION BY THE COUNTY

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant.

B. Immediately upon receipt by either Colfax County or the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant of notice of termination of this Agreement, the CCYES Lead Home Visitor/Lead Family Support

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

7. REMAINING TERMS AND PROVISIONS

Except as expressly provided in this Extension of this Agreement, all of the original terms and provisions of the previous agreement shall remain in full force and effect.

8. ASSIGNMENT

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

9. HOLD HARMLESS

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

10. DEFAULT OF THE CCYES LEAD HOME VISITOR/LEAD FAMILY SUPPORT PRACTITIONER/BREASTFEEDING SUPPORT CONSULTANT

The CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant agrees to the performance required by the terms of this CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant contract. In the event the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant fails to comply with this contract, the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall be liable to the County for damages caused as a direct result of such default, except when such default is caused by factors beyond the control of the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant. The factors of the beyond control by the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall be immediately communicated to the County, and the County, at its sole discretion, shall decide whether such

default is caused by factors beyond control of the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant.

11. RECORDS AND FINANCIAL AUDIT

The CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant's term and effect and retain them for a period of seven (7) years from the date of final payment under this Contract. The records shall be subject to inspection by Colfax County, the Department of Finance and Administration and the State Auditor.

12. SUBCONTRACTING

The CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of Colfax County.

13. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

The CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

The CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10.

15. AMENDMENT

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

If Colfax County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the CCYES Lead Home Visitor/Lead Family Support Practitioner/Breastfeeding Support Consultant shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth herein, or to agree to the reduced funding.

16. MERGER

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

17. EQUAL OPPORTUNITY COMPLIANCE

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

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 shall be in the state district court located within Colfax County.

21. 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.

22. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. NOTICES

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

The CCYES Lead Home Visitor/Lead Family:

Support Practitioner/Breastfeeding Support Consultant,
Kristin Trujillo
PO Box 247
Raton, NM 87740

Colfax County:

County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

THIS SPACE INTENTIONALLY LEFT BLANK

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

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

The CCYES Lead Home Visitor/Lead Family
Support Practitioner/Breastfeeding Support
Consultant, Kristin Trujillo

Date

**CCYES Home Visitor/Health Council
Co-Coordinator
Ashley Medina
FY24 Service Agreement**

THIS AGREEMENT made and entered into on June 28, 2023, by and between BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO hereinafter called "County" whose address is 230 N. 3rd Street, Raton, NM 87740, and Ashley Medina, hereinafter called "CCYES Home Visitor/Health Council Co-Coordinator."

WITNESSETH:

WHEREAS, the accomplishment of the work and service described in this agreement is necessary and essential to the public work program of the County, and

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereby agree as follows:

1. EMPLOYMENT OF CONTRACTOR

The County hereby extends employment of the CCYES Home Visitor, the Home visitor hereby accepts employment as a contract employee as defined within the Colfax County Personal Policy, for the purpose and pursuant to the terms and conditions hereinafter set forth. Funding to be provided by the Early Childhood Education and Care Department, Department of Health, and Children Youth and Families (CYFD) Grant.

2. DESCRIPTION OF PROJECT

This project will consist of CCYES Home Visitor/Health Council Co-Coordinator as defined by, but not limited to, the job description on file at the Colfax County Courthouse.

Performance of this Agreement shall be for a period commencing on July 1, 2023, and agreement and continuing through June 30, 2024. The County shall have the option to extend the performance period set forth in this Agreement monthly as needed from the effective date of this Agreement. Extensions will be based on performance and available funding and subject to the County's decision.

3. DUTY OF CERTIFIED CCYES HOME VISITOR/HEALTH COUNCIL CO-COORDINATOR

The CCYES Home Visitor/Health Council Co-Coordinator will render professional services as provided by the CCYES Program and the County in the initial services agreement. Specific activities shall also include:

- A. The CCYES Home Visitor/Health Council Co-Coordinator will be primarily responsible for the execution of CYFD, Home Visiting grant and Department of Health, Health Council grant duties to be completed as specified by each contracts Scope of Work.

- B. The CCYES Home Visitor/Health Council Co-Coordinator will attend training's, workshops and conferences identified as pertinent, by the Program Coordinator, or as mandated by each individual contract in order to achieve the goals of the program as specified by each contract's Scope of Work.
- C. The CCYES Home Visitor/Health Council Co-Coordinator will peruse endorsements, certifications and any other educational requirements as mandated by each contracts Scope of Work.
- D. The CCYES Home Visitor/Health Council Co-Coordinator shall assist in the completion of the Scopes of Work as outlined in all Contracts obtained for FY24 between but not limited to CCYES and The NM Department of Health, and Early Childhood Education and Care Department (ECECD). (On file at Colfax County Courthouse).
- E. The CCYES Home Visitor/Health Council Co-Coordinator shall report to and work under the daily supervision of the CCYES Program Coordinator or designee, who is subject to the supervision and control of the Colfax County Manager or his or her designee.
- F. The CCYES Home Visitor/Health Council Co-Coordinator shall comply with all policies and procedures established by the agency (CCYES) concerning the execution of all CCYES contract requirements.
- G. The CCYES Home Visitor/Health Council Co-Coordinator shall have no authority to enter into or bind Colfax County, New Mexico to any payment or contractual obligations. All agreements, Memorandums of Understanding, and contracts concerning the CCYES Program or the CCYES Home Visitor/Health Council Co-Coordinator must be expressly approved and executed by Colfax County Manager or the Board of Commissioners of Colfax County, New Mexico.
- H. The CCYES Home Visitor/Health Council Co-Coordinator shall comply with all policies and procedures established by the Colfax County Manager's Office concerning the expenditure of CCYES Program funds.

4. PAYMENTS TO CERTIFIED CCYES HOME VISITOR/HEALTH COUNCIL CO-COORDINATOR

For services rendered by the CCYES Home Visitor/Health Council Co-Coordinator working as forty (40) hours a week, the County shall pay the CCYES Home Visitor/Health Council Co-Coordinator a fee, the sum of \$37,128.00 yearly, effective July 1, 2023, through June 30, 2024. The fee for services shall be paid in Twenty-four (24) equal semi-monthly payments of \$1,547.00 when services have been verified.

This amount is a maximum and not a guarantee that the work assigned to be performed by the CCYES Home Visitor/Health Council Co-Coordinator under this Agreement shall equal the amount stated herein. the CCYES Home Visitor/Health Council Co-Coordinator is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will the CCYES Home Visitor/Health Council Co-Coordinator be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds and approval pursuant to the Colfax County Commission Approval.

Hours and pay are subject to change at any point during the duration of this contract, based on workload and funding availability. The CCYES Home Visitor/Health Council Co-Coordinator 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 the CCYES Home Visitor/Health Council Co-Coordinator that payment is requested, it shall provide the CCYES Home Visitor/Health Council Co-Coordinator a letter of exception explaining the defect or objection to the services and outlining steps the CCYES Home Visitor/Health Council Co-Coordinator 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.

5. TERMINATION BY EITHER PARTY

A. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, the CCYES Home Visitor/Health Council Co-Coordinator's compensation shall be prorated to the date of termination and the CCYES Home Visitor/Health Council Co-Coordinator shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the CCYES Home Visitor/Health Council Co-Coordinator's receipt of the notice of termination, if Colfax County is the terminating party, or the CCYES Home Visitor/Health Council Co-Coordinator's sending of the notice of termination, if the CCYES Home Visitor/Health Council Co-Coordinator is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. the CCYES Home Visitor/Health Council Co-Coordinator shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the CCYES Home Visitor/Health Council Co-Coordinator if the CCYES Home Visitor/Health Council Co-Coordinator becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the CCYES Home Visitor/Health Council Co-

Coordinator or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CCYES HOME VISITOR/HEALTH COUNCIL CO-COORDINATOR 'S DEFAULT/BREACH OF THIS AGREEMENT.

6. TERMINATION BY THE COUNTY

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to the CCYES Home Visitor/Health Council Co-Coordinator.

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

7. REMAINING TERMS AND PROVISIONS

Except as expressly provided future Extension of the CCYES Home Visitor/Health Council Co-Coordinator Service Agreement Contract, and all of the original terms and provisions of CCYES Home Visitor/Health Council Co-Coordinator Service Agreement dated October 1, 2016, shall remain in full force and effect.

8. ASSIGNMENT

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

9. HOLD HARMLESS

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

that are beyond the scope of indemnity permitted by such statute that is held to apply. This indemnity shall survive the termination of the contract for any reason.

10. DEFAULT OF THE CCYES HOME VISITOR/HEALTH COUNCIL CO-COORDINATOR

The CCYES Home Visitor/Health Council Co-Coordinator agrees to the performance required by the terms of this The CCYES Home Visitor/Health Council Co-Coordinator contract. In the event The CCYES Home Visitor/Health Council Co-Coordinator fails to comply with this contract, The CCYES Home Visitor/Health Council Co-Coordinator shall be liable to the County for damages caused as a direct result of such default, except when such default is caused by factors beyond the control of The CCYES Home Visitor/Health Council Co-Coordinator. The factors of the beyond control by The CCYES Home Visitor/Health Council Co-Coordinator shall be immediately communicated to the County, and the County, at its sole discretion, shall decide whether such default is caused by factors beyond control of the CCYES Home Visitor/Health Council Co-Coordinator.

11. RECORDS AND FINANCIAL AUDIT

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

12. SUBCONTRACTING

The CCYES Home Visitor/Health Council Co-Coordinator shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of Colfax County.

13. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

The CCYES Home Visitor/Health Council Co-Coordinator represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

The CCYES Home Visitor/Health Council Co-Coordinator further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10.

15. AMENDMENT

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

If Colfax County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, The CCYES Home Visitor/Health Council Co-Coordinator shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth herein, or to agree to the reduced funding.

16. MERGER

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

17. EQUAL OPPORTUNITY COMPLIANCE

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

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 shall be in the state district court located within Colfax County.

19. 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.

20. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. NOTICES

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

The CCYES Home Visitor/Health Council Co-Coordinator:

Ashley Medina
512 South 4th Street
Raton, NM 87740

Colfax County:

County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

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

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

CCYES Home Visitor/Health Council Co-
Coordinator, Ashley Vigil

Date

**Colfax County Youth Empowerment Services Program,
Early Childhood Education and Care Department / Home Visiting
FY24 Program Sub-Contractor Agreement
Clinical Supervisor Agreement for Professional Services**

This agreement is made and entered into the 1st day of July 2023 by the Board of Commissioners of Colfax County, New Mexico, hereinafter referred to as the “Contractor” or “County”, whose address is P.O. Box 1498, Raton, New Mexico 87740 and Ulibarri Consulting LLC whose address is 1372 Vista Place, Raton, New Mexico 87740, hereinafter referred to as the “Sub-Contractor”.

Now, therefore, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

The Sub-Contractor shall perform the following services as Sub-Contractor and not an employee of the Contractor. Services shall be performed, in a satisfactory and proper manner, as determined by the Contractor and shall include the following:

- A. The Sub-Contractor will be responsible for bringing a critical outside presence into the program and program services to provide added reflective supervision that is needed.
- B. The Subcontractor will help staff manage high-risk cases safely and effectively by providing both one-on-one and group supervision and consultation. Supervision and consultation can also be provided by the Sub-Contractor by phone especially if staff are out in the field and need assistance.
- C. Teach specific techniques which improve the quality of client care that help improve client outcomes while ensuring that ethical standards and guidelines are adhered to.
- D. Work with staff to teach methods for self-care to prevent provider burnout and help employees manage stress – this will also translate into improved client care and increased productivity.
- E. Identify Ethical Issues, including boundaries between provider and client, transference and countertransference and proper roles and expectations.
- F. Encourage adherence with professional code of conduct and ethical behavior.
- G. The Sub-Contractor will provide technical support in the form of keeping accurate records of family services.
- H. The Sub-Contractor has lived/worked in the contractor’s service area providing family and youth support services for over 40 years and will assist staff in locating much needed resources for families they serve.

2. TERM

Services of the Sub-Contractor shall commence on July 1, 2023, and shall be completed by June 30, 2024.

3. COMPENSATION AND METHOD OF PAYMENT

- A. Compensation: For performing the services specified in Section 1 hereof, the Contractor agrees to pay the Sub-Contractor \$24,000.00 annually, in accordance with the New Mexico Department of Early Childhood Education and Care (ECECD), which sum shall include any New Mexico Gross Receipts taxes owed by the Sub-Contractor for services rendered in pursuant to this Agreement, but not including all expenditures made and expenses incurred by the Sub-Contractor in performing the Services, such as travel time and per diem, etc. The Sub-Contractor shall be responsible for filing any and all New Mexico gross receipts taxes.

- B. Method of Payment: The Contractor agrees to pay the Subcontractor in twelve (12) equal monthly installments of \$2,000.00, in accordance with properly documented requisitions for payment pursuant to the budgetary and fiscal guidelines of the Contractor and subject to the condition that the Sub-Contractor has accomplished the Services to the satisfaction of the Project. This amount is a maximum and not a guarantee that the work assigned to be performed by Sub-Contractor under this Agreement shall equal the amount stated herein. Sub-Contractor is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will Sub-Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

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

Sub-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 Sub-Contractor that payment is requested, it shall provide Sub-Contractor a letter of exception explaining the defect or objection to the services and outlining steps Sub-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.

4. TERMINATION BY EITHER PARTY

A. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, Sub-Contractor's compensation shall be prorated to the date of termination and Sub-Contractor shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to Sub-Contractor's receipt of the notice of termination, if Colfax County is the terminating party, or Sub-Contractor's sending of the notice of termination, if Sub-Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Sub-Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Sub-Contractor if Sub-Contractor becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, Sub-Contractor or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

5. TERMINATION BY THE COUNTY

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to Sub-Contractor.

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

6. ASSIGNMENT

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

7. HOLD HARMLESS

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

8. RECORDS AND FINANCIAL AUDIT

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

9. STATUS OF INDEPENDENT CONTRACTOR

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

10. SUBCONTRACTING

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

11. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

12. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

13. AMENDMENT

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

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

14. MERGER

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

15. EQUAL OPPORTUNITY COMPLIANCE

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

16. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.

17. INSURANCE

Sub-Contractor shall maintain and keep in force Insurance Policies in amounts and with coverage not less than \$1 million dollars or acceptable coverage amount for the County which will be decided by the County.

18. WORKER'S COMPENSATION

The Sub-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.

19. WAIVER OF SUBROGATION

Without affecting any other rights or remedies, Sub-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. Sub-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 Sub-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.

20. 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.

21. 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 expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

22. NOTICES

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

Sub-Contractor,
Ferman Ulibarri, MSW, LMSW Sub-Contractor
Ulibarri Consulting, LLC
1372 Vista Place, Raton,
New Mexico 87740

Colfax County
County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

23. AUTHORITY

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

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

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

Ferman Ulibarri, MSW, LMSW Sub-Contractor
Ulibarri Consulting, LLC

Date

CCYES Program Director, Debra A. Ortiz
FY24 Service Agreement

THIS AGREEMENT made and entered into on June 28, 2023, by and between BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO hereinafter called "County" whose address is 230 N. 3rd Street, Raton, NM 87740, and Debra A. Ortiz, hereinafter called "CCYES Program Director."

WITNESSETH:

WHEREAS the accomplishment of the work and service described in this agreement is necessary and essential to the public work program of the County;

WHEREAS the parties hereto desire to extend that CCYES Program Director, Debra A. Ortiz Contract Extension, dated July 1, 2023; and

NOW, THEREFORE, in consideration of the premises and the covenants hereinafter contained, the parties hereby agree as follows:

1. EMPLOYMENT OF INDEPENDENT CONTRACTOR

The County hereby extends employment of the CCYES Home Visitor, the Home visitor hereby accepts employment as a contract employee as defined within the Colfax County Personal Policy, for the purpose and pursuant to the terms and conditions hereinafter set forth. Funding to be provided by the Early Childhood Education and Care Department, Department of Health, and Children Youth and Families (CYFD) Grant.

2. DESCRIPTION OF PROJECT

This project will consist of CCYES Program Director as defined by, but not limited to, job description on file at the Colfax County Courthouse.

Performance of this Agreement shall be for a period commencing on July 1, 2023, and agreement and continuing through June 30, 2024. The County shall have the option to extend the performance period set forth in this Agreement monthly as needed from the effective date of this Agreement. Extensions will be based on performance and available funding and subject to the County's decision.

3. DUTY OF CCYES PROGRAM DIRECTOR

The CCYES Program Director will render professional services as provided by the CCYES Program and the County in the initial services agreement. Specific activities shall also include:

A. The CCYES Program Director shall coordinate, supervise and assist, as necessary, all CCYES staff in the completion, including but not limited to Scopes of Work as outlined in the Contracts between CCYES and The Department of Health (DOH), Children Youth and Families (CYFD), Falling Colors and Home Visiting through the NM Department of Early Childhood care and education (ECECD) contracts as well as any other contracts obtained throughout FY23 that are on file at Colfax County Building.

B. Oversee all CCYES, staff to assure the completion of the Scopes of Work as outlined in all Contracts obtained for FY23 between but not limited to CCYES and The Department of Health and Children Youth and Families (CYFD). (SOWs and Job description on file at Colfax County Courthouse).

C. Attend training's, workshops, or conferences pertinent to achieving the goals of the program and its contracts.

D. The CCYES Program Director shall work under the direct supervision of the Colfax County Manager or his or her designee.

E. Unless otherwise authorized, on a case-by-case basis, by the Colfax County Manager or the Board of Commissioners of Colfax County, the CCYES Program Director shall have no authority to enter or bind Colfax County, New Mexico to any payment or contractual obligations. All agreements, and contracts concerning the CCYES Program Director must be approved and executed by the Colfax County Manager or the Board of Commissioners of Colfax County.

F. The CCYES Program Director shall comply with all policies and procedures established by the Colfax County Manager's Office concerning the expenditure of CCYES Program funds.

4. PAYMENTS TO THE CCYES PROGRAM DIRECTOR

For services rendered by the CCYES Program Director as set forth of the CCYES Program Director Service Agreement the County shall pay the CCYES Program Director a fee in the sum of \$65,520.00 annually effective July 1, 2023.

The fee for services shall be paid in twenty-four (24) equal semi-monthly payments of \$2,730.00 for each period when services have been verified.

This amount is a maximum and not a guarantee that the work assigned to be performed by CCYES Program Director under this Agreement shall equal the amount stated herein. CCYES Program Director is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will CCYES Program Director be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds and approval pursuant to the Colfax County Commission Approval.

Hours and pay are subject to change at any point during the duration of this contract, based on workload and funding availability. CCYES Program Director 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 (15) days after the date of receipt of written

notice from CCYES Program Director that payment is requested, it shall provide CCYES Program Director a letter of exception explaining the defect or objection to the services and outlining steps CCYES Program Director 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.

5. TERMINATION BY EITHER PARTY

A. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, CCYES Program Director's compensation shall be prorated to the date of termination and CCYES Program Director shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to CCYES Program Director's receipt of the notice of termination, if Colfax County is the terminating party, or CCYES Program Director's sending of the notice of termination, if CCYES Program Director is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. CCYES Program Director shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to CCYES Program Director if CCYES Program Director becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, CCYES Program Director or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

6. TERMINATION BY THE COUNTY

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to CCYES Program Director. Furthermore, should the CCYES Program Director 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 CCYES Program Director of notice of termination of this Agreement, CCYES Program Director shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3)

take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

7. REMAINING TERMS AND PROVISIONS

Except as expressly provided in this Amended Extension of the CCYES Program Director Service Agreement Contract, all of the original terms and provisions of CCYES Program Director Service Agreement dated February 21, 2006 shall remain in full force and effect.

8. ASSIGNMENT

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

9. HOLD HARMLESS

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

10. DEFAULT OF CCYES PROGRAM DIRECTOR

CCYES Program Director agrees to the performance required by the terms of this CCYES Program Director contract. In the event CCYES Program Director fails to comply with this contract, CCYES Program Director shall be liable to the County for damages caused as a direct result of such default, except when such default is caused by factors beyond the control of CCYES Program Director. The factors of the beyond control by CCYES Program Director shall be immediately communicated to the County, and the County, at its sole discretion, shall decide whether such default is caused by factors beyond control of CCYES Program Director.

11. RECORDS AND FINANCIAL AUDIT

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

12. SUBCONTRACTING

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

13. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

15. AMENDMENT

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

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

16. MERGER

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

17. EQUAL OPPORTUNITY COMPLIANCE

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

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 shall be in the state district court located within Colfax County.

19. 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.

20. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. NOTICES

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

CCYES Program Director:

Debra Ortiz
1372 Vista Place
Raton, NM 87740

Colfax County:

County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

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

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

CCYES, Program Director, Debra Ortiz

Date

CONTRACT # 06282023

COLFAX COUNTY DWI PROGRAM

Program Coordinator

THIS AGREEMENT made and entered into on June 28th, 2023, by and between BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO hereinafter called "County" whose address is 230 N. 3rd Street, Raton, NM 87740, and Ambrosia Trujillo, hereinafter called "Coordinator."

WITNESSETH:

WHEREAS the accomplishment of the work and services described in this agreement is necessary and essential to the Colfax County DWI Program.

NOW THEREFORE, the parties do hereby covenant and agree as follows:

1. EMPLOYMENT OF DWI PROGRAM COORDINATOR

The County hereby employs the Coordinator, and the Coordinator hereby accepts employment as a contract employee as defined within the Colfax County Personnel Ordinance, for the purpose and pursuant to the terms and conditions hereinafter set forth.

2. DESCRIPTION OF PROJECT

This project will consist of COORDINATOR duties as defined in the DWI Program COORDINATOR list of duties/job description (see Attachment A).

Performance of this contract shall be for a period of one fiscal year (July 1, 2023 - June 30, 2024) with options to extend the period in the way of a contract amendment. Extensions will be based on performance and available funding and subject to the County's decision.

3. DUTIES OF COORDINATOR

The Program Coordinator will render professional services as defined and follow the description of services proposed as set forth in Attachment A hereto.

Since the work of the Coordinator must be coordinated with the activities of the County (including firms employed by, and governmental agencies and subdivisions working with the County), the Coordinator shall advise the Program Coordinator and the County in advance, of all meetings and conferences between the Coordinator and any governmental agency, political subdivision or third party which is necessary to the performance of the work of the Coordinator.

4. IMPAIRED DRIVING ASSESSMENT (IDA) SCREENINGS

The following duties are those of the Coordinator and are additional responsibilities to the Coordinator duties aforementioned. Duties are non-all-inclusive.

The Coordinator shall provide screening services to all required DWI clients. Screening shall include collection of fees and deposit of statement to the County Treasurer. Coordinator

will complete the first part of the Impaired Driving Assessment (IDA) screening by completing an Evaluators Report. Coordinator may assist clients in completing the second part of the IDA Self Report evaluation. Coordinator will input client responses and generate letter to the respective court regarding recommendations for final sentence and treatment. Client results will be filed accompanying each client case and a copy of the letter to the court.

Coordinator will be fairly compensated for each screening completed. The Coordinator will receive \$100.00 (before tax) of the \$125.00 collected in screening fees from client per assessment. The same amount of \$100.00 (before tax) will also be paid to Coordinator for repeat offenders, who pay \$150.00 per screening.

5. PAYMENTS TO THE COORDINATOR

The County shall pay the Coordinator in full payment for services rendered \$3,750.00 per month compensation. Payments shall be made in two (2) payments of \$1,875.00 to the Coordinator on the fifteenth (15th) and the last day of each month.

The full amount of the monies payable to the Coordinator under this contract shall not exceed \$45,000.00. The Coordinator shall work a minimum of thirty-six (36) hours per week. Hours and pay are subject to change at any point during the duration of this contract, based on workload and funding availability. Program Coordinator can make changes to COORDINATOR contract through a Contract Amendment and provide an amended contract to the COORDINATOR and Colfax County.

This amount is a maximum and not a guarantee that the work assigned to be performed by Coordinator under this Agreement shall equal the amount stated herein. Coordinator is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will the Coordinator be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds and approval pursuant to the Colfax County Commission Approval.

Coordinator 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 (15) days after the date of receipt of written notice from the Coordinator that payment is requested, it shall provide the Coordinator a letter of exception explaining the defect or objection to the services and outlining steps the Coordinator 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.

6. TERMINATION BY EITHER PARTY

- A.** This contract may be terminated by either party upon fifteen (15) days

prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, the Coordinator's compensation shall be prorated to the date of termination and the Coordinator shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Coordinator's receipt of the notice of termination, if Colfax County is the terminating party, or the Coordinator's sending of the notice of termination, if the Coordinator is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Coordinator shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Coordinator if the Coordinator becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Coordinator or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

7. TERMINATION BY THE COUNTY

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to the Coordinator.

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

8. TERMINATION BY DFA

This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the County may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination and the County shall not be liable for DFA's termination of the grant agreement which may lead to the termination of this Agreement.

9. ASSIGNMENT

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

10. HOLD HARMLESS

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

11. DEFAULT OF THE COORDINATOR

The Coordinator agrees to the performance required by the terms of this Coordinator contract. In the event the Coordinator fails to comply with this contract, the Coordinator shall be liable to the County for damages caused as a direct result of such default, except when such default is caused by factors beyond the control of the Coordinator. The factors of the beyond control by the Coordinator shall be immediately communicated to the County, and the County, at its sole discretion, shall decide whether such default is caused by factors beyond control of the Coordinator.

12. RECORDS AND FINANCIAL AUDIT

The Coordinator shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Coordinator's term and effect and retain them for a period of seven (7) years from the date of final payment under this Contract. The records shall be subject to inspection by Colfax County DWI Program, the Department of Finance and Administration and the State Auditor. Colfax County DWI Program shall hereby retain the right to audit billings both before and after payment. Payment made under this Contract shall not foreclose the right of Colfax County DWI Program to recover excessive or illegal payments.

13. SUBCONTRACTING

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

14. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

16. AMENDMENT

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

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

17. MERGER

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

18. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.

19. 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.

20. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. NOTICES

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

Coordinator:

Ambrosia Trujillo
236 Jefferson St.
Raton, NM 87740

Colfax County:

County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

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

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

Coordinator, Ambrosia Trujillo

Date

Attachment A

Coordinator Duties

The following duties are those of the Coordinator. The Colfax County DWI Program Coordinator will perform a variety of administrative and supervisory duties related to planning, organizing, and coordinating the development and ongoing maintenance of the program.

The Coordinator shall comply with all policies and procedures established by the county and Department of Finance Local Government Division.

The Coordinator shall manage the day-to-day operations of the program including; financial management and reporting, funding acquisitions; assures effective utilization of DWI and related grant monies; accounts for grant and distribution funds; oversees and develops departmental budgets and monitors fiscal controls to assure conformity with established financial constraints; gives final approval for department disbursements; participates in the fiscal planning process; oversees inventory of equipment; signs off on time sheets and mileage sheets.

Additionally, the Coordinator, oversees, directs and performs public relations; oversees organization of prevention activities; delivers information to educate and solicit support; conducts site visits at schools to ensure compliance with dedicated prevention programs; manages information booths, events and conferences; oversees press releases, coordinates media functions; conducts general program education; directs personnel and delegates assignments; reviews performance and makes decisions affecting job retention, advancement and discipline; develops and conducts staff training; conducts quarterly DWI Planning Council Meetings; assists to generate new prevention concepts and methods; reports program development and produces reports of program status; creates and submits all financial reports; and writes grants to secure funding for the program.

The Coordinator will work with the Prevention Specialist to promote the DWI Program countywide. The Preventionist will be under the general supervision of the DWI Program Coordinator.

The Coordinator will work with the Court Compliance Officer to ensure all policies and procedures are being followed. The CCO will be under the general supervision of the DWI Program Coordinator.

CONTRACT # 06282023

COLFAX COUNTY DWI PROGRAM PREVENTION SPECIALIST CONTRACT

THIS AGREEMENT made and entered into on June 28th, 2023, by and between BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO hereinafter called "County" whose address is 230 N. 3rd Street, Raton, NM 87740, and JOHN LOCK, hereinafter called "Prevention Specialist."

WITNESSETH:

WHEREAS the accomplishment of the work and services described in this agreement is necessary and essential to the Colfax County DWI Program.

NOW THEREFORE, the parties do hereby covenant and agree as follows:

1. EMPLOYMENT OF PREVENTION SPECIALIST

The County hereby employs the Prevention Specialist, and the Prevention Specialist hereby accepts employment as a Contract Employee defined within the Colfax County Personnel Ordinance, for the purpose and pursuant to the terms and conditions hereinafter set forth.

2. DESCRIPTION OF PROJECT

This project will consist of substance and alcohol abuse awareness outreach services as offered by the Prevention Specialist to Schools Grades K-12, as well as civic organizations and members of the communities of Colfax County. Prevention Specialist shall perform activities and outreach as set forth by the Colfax County DWI Program (See attachment A).

Performance of this contract shall be for a period of one fiscal year (July 1, 2023 - June 30, 2024) with options to extend the period in the way of a contract amendment. Extensions will be based on performance and available funding and subject to the County's decision.

3. DUTIES OF PREVENTION SPECIALIST

The Prevention Specialist will render professional services as defined by the Colfax County DWI Program as set forth in Attachment A hereto or herein stated.

Since the work of the Prevention Specialist must be coordinated with the activities of the County (including firms employed by, and governmental agencies and subdivisions working with the County), the Prevention Specialist shall advise the Program Coordinator and the County in advance, of all meetings and conferences between the Prevention Specialist and any governmental agency, political subdivision or third party which is necessary to the performance of the work of the Prevention Specialist.

4. PAYMENTS TO THE PREVENTION SPECIALIST

The County shall pay the Prevention Specialist in full payment for services rendered \$2,000.00 per month compensation. Payments shall be made in two payments of \$1,000.00 to the Prevention Specialist on the fifteenth (15th) and the last day of each.

The full amount of the monies payable to the Prevention Specialist under this contract and paid by the LDWI Distribution Funds shall not exceed \$24,000.00. This amount is a maximum and not a guarantee that the work assigned to be performed by Prevention Specialist under this Agreement shall equal the amount stated herein. Prevention Specialist shall work a minimum of twenty-five (25) hours per week in Colfax County. Hours and pay are subject to change at any point during the duration of this contract, based on workload and funding availability. Program Coordinator can make changes to Prevention Specialist contract through a Contract Amendment and provide an amended contract to the Prevention Specialist and Colfax County.

Prevention Specialist is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will the Prevention Specialist be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

Payment is subject to availability of funds and approval pursuant to the Colfax County Commission Approval.

Prevention Specialist 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 (15) days after the date of receipt of written notice from the Prevention Specialist that payment is requested, it shall provide the Prevention Specialist a letter of exception explaining the defect or objection to the services and outlining steps the Prevention Specialist 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.

5. TERMINATION BY EITHER PARTY

A. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, the Prevention Specialist's compensation shall be prorated to the date of termination and the Prevention Specialist shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Prevention Specialist's receipt of the notice of termination, if Colfax County is the terminating party, or the Prevention Specialist's sending of the notice of termination, if the Prevention Specialist is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise

affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Prevention Specialist shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Prevention Specialist if the Prevention Specialist becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Prevention Specialist or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

6. TERMINATION BY THE COUNTY

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to the Prevention Specialist.

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

7. TERMINATION BY DFA

This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the County may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination and the County shall not be liable for DFA's termination of the grant agreement which may lead to the termination of this Agreement.

8. ASSIGNMENT

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

9. HOLD HARMLESS

The Prevention Specialist further agrees to indemnify and hold County and its commissioners, other elected officials, employees, agents, attorneys, successors and assigns harmless from any and all claims, suits, causes of action, damages, costs and expenses,

including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or in any way resulting from the Prevention Specialist's activities or actions or with respect to his actions or omissions whether such activities, actions or omissions shall be within or outside of the scope of duties. The parties hereto believe that neither NMSA 1978, Section 56-7-1 nor 56-7-2, concerning indemnity, apply to this agreement, provided, however, if a court of competent jurisdiction determines that the provisions of either statute shall apply to this agreement, this obligation to indemnify will be limited and construed so as not to extend to liabilities of any kind that are beyond the scope of indemnity permitted by such statute that is held to apply. This indemnity shall survive the termination of the contract for any reason.

10. DEFAULT OF THE PREVENTION SPECIALIST

The Prevention Specialist agrees to the performance required by the terms of this Prevention Specialist contract. In the event the Prevention Specialist fails to comply with this contract, the Prevention Specialist shall be liable to the County for damages caused as a direct result of such default, except when such default is caused by factors beyond the control of the Prevention Specialist. The factors of the beyond control by the Prevention Specialist shall be immediately communicated to the County, and the County, at its sole discretion, shall decide whether such default is caused by factors beyond control of the Prevention Specialist.

11. RECORDS AND FINANCIAL AUDIT

The Prevention Specialist shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Prevention Specialist's term and effect and retain them for a period of seven (7) years from the date of final payment under this Contract. The records shall be subject to inspection by Colfax County DWI Program, the Department of Finance and Administration and the State Auditor. Colfax County DWI Program shall hereby retain the right to audit billings both before and after payment. Payment made under this Contract shall not foreclose the right of Colfax County DWI Program to recover excessive or illegal payments.

12. SUBCONTRACTING

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

13. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

14. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

15. AMENDMENT

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

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

16. MERGER

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

17. EQUAL OPPORTUNITY COMPLIANCE

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

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 shall be in the state district court located within Colfax County.

19. 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.

20. 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 expressed in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

21. NOTICES

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

Prevention Specialist,
John Lock
844 Maxwell Ave
Raton, NM 87740

County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

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

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

Prevention Specialist, John Lock

Date

Attachment A

Prevention Duties

The following duties are those of the Prevention Specialist. The Prevention Specialist shall work under the supervision of the Colfax County DWI Program Coordinator to perform and complete the duties as listed.

Prevention Specialist shall present only evidence-based curriculum in all area schools countywide. Presentations will include "Botvin Life Skills" to be presented in grades 6th-12th in all participating schools. The Coordinator will work with the Prevention Specialist to promote the DWI Program countywide.

Responsibilities of the Prevention Specialist will include:

1. Shall direct public/media relations, social media campaigns, and all other public outreach initiatives.
2. To plan prevention activities during homecoming, prom, graduation, trainings, etc. and carry out as planned.
3. To develop and maintain good relationships with county schools and county prevention providers.
4. To plan or help to plan all DWI Prevention/Awareness activities.
5. To maintain comprehensive files on all planned activities, complete with action plans, contacts, and systematic measures to carry out said activity.
6. To help set goals as they pertain to the prevention program.
7. To work with the Coordinator on any and all other activities..
8. Will submit a quarterly report to the Program Coordinator detailing goals for the upcoming year and completion of each months activities and goals completed.

CONTRACT # 06282023

COLFAX COUNTY DWI PROGRAM TREATMENT PROVIDER CONTRACT

THIS AGREEMENT made and entered into on June 28th, 2023, by and between the BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, hereinafter called "County" whose address is 230 N 3rd Street, Raton, NM 87740, and Tenelle Phillips, hereinafter called "Treatment Provider."

WITNESSETH:

WHEREAS the accomplishment of the work and services described in this agreement is necessary and essential to the Colfax County DWI Program,

NOW THEREFORE, the parties do hereby covenant and agree as follows:

1. EMPLOYMENT OF TREATMENT PROVIDER

The County hereby employs the Treatment Provider, and the Treatment Provider hereby accepts employment as an independent contractor for the purpose and pursuant to the terms and conditions hereinafter set forth.

2. DESCRIPTION OF PROJECT

This project will consist of Intensive Out-Patient Treatment Services offered by the Treatment Provider to DWI Offenders following the Intensive Out-Patient Treatment Guidelines as set forth by the Colfax County DWI Program (see Attachment A).

Performance of this contract shall be for a period of one fiscal year (July 1, 2023 - June 30, 2024) with options to extend the period by amending contract. Extensions will be based on performance and available funding and subject to the County's decision.

3. DUTIES OF TREATMENT PROVIDER

The Treatment Provider will render professional services as defined by the Colfax County DWI Program as set forth in Attachment A hereto.

Since the work of the Treatment Provider must be coordinated with the activities of the County (including firms employed by, and governmental agencies and subdivisions working with the County), the Treatment Provider shall advise the County in advance, of all meetings and conferences between the Treatment Provider and any governmental agency, political subdivision or third party which is necessary to the performance of the work of the Treatment Provider.

4. PAYMENTS TO THE TREATMENT PROVIDER

The County shall pay the Treatment Provider in full payment for services rendered \$1,800.00 per month compensation. Payments shall be made in two (2) payments of \$900.00 to the Treatment Provider on the 10th and 20th of each month as independent contractor.

The full amount of the monies payable to the Treatment Provider under this contract and paid by the LDWI Grant shall not exceed \$21,600.00 per year. This amount is a maximum and

not a guarantee that the work assigned to be performed by Treatment Provider under this Agreement shall equal the amount stated herein. Treatment Provider is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will the Treatment Provider be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. Contracted amount will be solely from the grant and fees collected from offenders.

Payment is subject to availability of funds and approval pursuant to the Colfax County Commission Approval.

Treatment Provider 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 (15) days after the date of receipt of written notice from the Treatment Provider that payment is requested, it shall provide the Treatment Provider a letter of exception explaining the defect or objection to the services and outlining steps the Treatment Provider 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.

5. TERMINATION BY EITHER PARTY

A. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, the Treatment Provider's compensation shall be prorated to the date of termination and the Treatment Provider shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Treatment Provider's receipt of the notice of termination, if Colfax County is the terminating party, or the Treatment Provider's sending of the notice of termination, if the Treatment Provider is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Treatment Provider shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Treatment Provider if the Treatment Provider becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Treatment Provider or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

6. TERMINATION BY THE COUNTY

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to the Treatment Provider.

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

7. TERMINATION BY DFA

This contract is funded in whole or in part by funds made available under Department of Finance and Administration Local Government Division (Division) grant agreement. Should the Division terminate the grant agreement, the County may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination and the County shall not be liable for DFA's termination of the grant agreement which may lead to the termination of this Agreement.

8. ASSIGNMENT

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

9. HOLD HARMLESS

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

10. DEFAULT OF THE TREATMENT PROVIDER

The Treatment Provider agrees to the performance required by the terms of this Treatment Provider contract. In the event the Treatment Provider fails to comply with this contract, the Treatment Provider shall be liable to the County for damages caused as a direct result of such default, except when such default is caused by factors beyond the control of the Treatment Provider. The factors of the beyond control by the Treatment Provider shall be immediately communicated to the County, and the County, at its sole discretion, shall decide whether such default is caused by factors beyond control of the Treatment Provider.

11. RECORDS AND FINANCIAL AUDIT

The Treatment Provider shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Treatment Provider's term and effect and retain them for a period of seven (7) years from the date of final payment under this Contract. The records shall be subject to inspection by Colfax County DWI Program, the Department of Finance and Administration and the State Auditor. Colfax County DWI Program shall hereby retain the right to audit billings both before and after payment. Payment made under this Contract shall not foreclose the right of Colfax County DWI Program to recover excessive or illegal payments.

12. STATUS OF INDEPENDENT CONTRACTOR

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

13. SUBCONTRACTING

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

14. RELEASE

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT

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

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

16. AMENDMENT

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

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

17. MERGER

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

18. EQUAL OPPORTUNITY COMPLIANCE

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

19. APPLICABLE LAW

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.

20. INSURANCE

The Treatment Provider shall maintain and keep in force Insurance Policies in amounts and with coverage not less than \$1 million dollars or acceptable coverage amount for the County which will be decided by the County.

21. WAIVER OF SUBROGATION

Without affecting any other rights or remedies, Treatment Provider 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. The Treatment Provider 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 Treatment Provider 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. 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.

23. 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.

24. NOTICES

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

Treatment Provider:

Tenelle Phillips
705 S 5th St.
Raton, NM 87740

Colfax County:

County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

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

ATTEST:

BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO

County Clerk, Rayetta Trujillo

Chairman, Si Trujillo

Date

Date

Vice-Chair, Mary Lou Kern

Date

Member, Bret Weir

Date

IOP Treatment Provider, Tenelle Phillips

Date

Attachment A
Colfax County DWI Program
Intensive Out-Patient Treatment Guidelines

IOP Process and Duties of Treatment Provider

All DWI offenders upon completion of DFA approved alcohol assessment will participate in a brief care assessment with the IOP Provider. A recommendation regarding treatment level, if necessary, will then be made to the referring judge. Once received by the referring judge, the court will determine, using the results from the DFA approved screening results and IOP recommendation and possibly an interview between the offender and the judge, what level of treatment, if any, is deemed appropriate for the offender.

Treatment will include CRA (Community Reinforcement Approach) goals.

Treatment will include, group counseling using an evidence-based curriculum. Other counseling components will also be available, including individual counseling.

Client files will be kept up-to-date and include contact notes and monthly progress reports.

IOP Treatment Provider will provide quarterly report to the DWI Program Coordinator. The report must include Number of IOP clients who enrolled per quarter and year to date; Number of successful completions per quarter and year to date; break down of number of 1st 2nd and 3rd offenders etc.; total number of offenders who have completed treatment before; break down number of offenders from each referring court.

Virtual Treatment

Treatment Provider shall utilize a web-based meeting using GoToMeetings or any other platform such as Zoom etc. if deemed necessary. Treatment Provider may also conduct an in-person group session and allow offenders who reside outside of Colfax County to attend the group meetings virtually.

Treatment Fees

Offenders shall pay fees to the Treatment Provider based on a sliding fee scale. These fees will be collected by the treatment provider and will be deposited with the County Treasurers Office within 24 hours of receipt. Failure to meet the 24-hour rule may result in contract termination. Receipt for fees collected will be kept by treatment provider and will be subject to audit by the Program Coordinator or any other auditor at any time. Treatment fees may be used by the DWI Program to fulfill contractual payment amount and may be used to purchase any supplies needed by the Treatment Provider such as purchasing of GoToMeetings subscription, etc.

Qualifications of IOP Provider

The IOP Provider must possess a New Mexico License in counseling and must follow evidence-based treatment practices.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN COLFAX COUNTY
AND PIEDRA LUMBRE EXCAVATIONS**

This Agreement made and entered into in duplicate originals this 28th day of June 2023, by and between the BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO (hereinafter called COUNTY) and, PIEDRA LUMBRE EXCAVATION, INC. whose address is 36 Agua Rd, Angel Fire, NM 87710 (hereinafter called CONTRACTOR).

NOW, THEREFORE, in consideration of their mutual covenants and agreements, it is hereby mutually agreed as follows:

1. SCOPE OF WORK.

CONTRACTOR shall complete work as specified herein or as indicated in the project manual, which manual is incorporated herein and by this reference made a part of this agreement. The work is generally described as follows:

Road grading, drainage improvement and snow removal within the Taos Pines Ranch Subdivision in Colfax County, New Mexico.

MOTOR GRADER/SNOW REMOVAL EQUIPMENT MUST BE STAGED NO MORE THAN TWO MILES FROM THE PALO FLECHADO ENTRANCE TO TPR AND RESPONSE TIME MUST BE NO MORE THAN TWO HOURS AFTER CALLED FOR SNOW REMOVAL.

2. PROJECT MANAGER.

Subject to the approval from the Colfax County, the Taos Pines Ranch Subdivision Special Assessment District Advisory Committee (Advisory Committee) shall have the authority to manage the contract, including the authority to order and schedule work, adjust quantities of work to be performed, and supervise the contract. The Advisory Committee shall receive Contractor's application for payment, and shall review and recommend approval, conditional or partial approval, or disapproval of Contractor's application for payment to the County. In the event the Advisory Committee shall recommend payment or partial payment of Contractor's application for payment, the Board of Commissioners of Colfax County, New Mexico shall authorize payment for partial payment subject to the availability of funds in the Taos Pines Ranch Special Assessment District Fund. The Advisory Committee may appoint a Project Manager, who shall act as, and have the authority for the Advisory Committee.

3. CONTRACT TERM.

The term of this Agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

4. CONTRACT PRICE.

The County shall pay Contractor for completion of the work in current funds equal to the sum of the established unit price for each separately identified item of unit price work times the estimated quantity of that item as indicated as follows:

ANNUAL PULL DITCHES, GRADE AND ROLLER PRESS	\$9,800
MOTOR GRADER HOURLY COST (MOSTLY SNOW REMOVAL)	\$120
ROLLER PRESS HOURLY COST	\$120
BACKHOE HOURLY COST	\$100
PLOW TRUCK HOURLY COST	\$55
PLOW TRUCK (1 ton with cinders) HOURLY COST	\$55
HOE RAM HOURLY COST	\$200
COST PER LINEAR FOOT OF 3-DELIVERED, SPREAD, AND ROLLER PRESSED, ASSUMING AN AVERAGE OF 6 INCHES DEEP AND 24 FEET WIDE, WITH AN ESTIMATED 2,000 TO 2,500 LINEAR FEET PER YEAR	\$25 PER FOOT

5. PAYMENT PROCEDURES.

A. Contractor shall submit applications for payment to the Advisory Committee on a monthly basis for units of work completed and accepted by the County. No Payment shall be made for stored materials;

B. Upon receipt of the Contractor's application for payment, the Advisory Committee shall make a prompt recommendation with respect to approval, conditional or partial approval, or disapproval of Contractor's application for payment to the County in writing. In the event the County shall receive a written recommendation for payment or partial payment from the Advisory Committee on or before the tenth (10th) day of the month, the County shall make such payment around the fifteenth (15th) day of each month following the authorization of the Board of Commissioners of Colfax County. Contractor must submit a detailed statement accounting for all services performed and expenses incurred if requested by the County. If Colfax County finds that the services are not acceptable, within fifteen (15) 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;

C. No retainage shall be held by the County; and

D. Appropriations: 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.

6. TERMINATION BY EITHER PARTY.

A. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, Contractor's compensation shall be prorated to the date of termination and Contractor shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if Colfax County is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor if Contractor becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, Contractor or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

7. TERMINATION BY THE COUNTY.

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to Contractor Furthermore, should the Contractor or its agents 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 salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

8. CONTRACTOR'S REPRESENTATIONS.

Contractor makes the following representations:

A. Contractor is a licensed New Mexico Contractor, whose license number is 27931, and who is qualified and authorized to perform the work described herein or pertinent New Mexico law including Construction Industries Division's licensing requirement;

B. Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work;

C. Contractor is familiar with and its satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work;

D. Contractor has obtained and carefully studied the project manual and shall perform all work in accordance with such manual; and

E. Contractor is aware of the general nature of work to be performed for County.

9. ASSIGNMENT.

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

10. HOLD HARMLESS.

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

11. RECORDS AND FINANCIAL AUDIT.

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

12. STATUS OF INDEPENDENT CONTRACTOR.

Contractor and its agents and/or employees are independent Contractor's performing professional services for Colfax County and are not employees of Colfax County or Advisory Board. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Colfax County as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by Contractor tax purposes, including without limitation, self-employment, and business income tax. Contractor agrees not to purport to bind Colfax County unless Contractor has express written authority to do so, and then only within the strict limits of that authority. The Contractor shall be responsible for filing any and all New Mexico gross receipts taxes.

13. SUBCONTRACTING.

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

14. RELEASE.

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

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

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

16. AMENDMENT.

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

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

17. MERGER.

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

18. EQUAL OPPORTUNITY COMPLIANCE.

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

19. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.

20. INSURANCE.

Contractor shall maintain and keep in force Insurance Policies in amounts and with coverage not less than \$1 million dollars or acceptable coverage amount for the County which will be decided by the County.

21. WORKER'S COMPENSATION.

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

22. WAIVER OF SUBROGATION.

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.

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 expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

25. NOTICES.

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

Contractor,
Piedra Lumbre Excavation Inc.
36 Agua Rd
Angel Fire, NM 87710

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

26. 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. County and Contractor each bind itself, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the contract documents

27. EFFECTIVE DATE:

The effective date of this Agreement is July 1, 2023.

IN WITNESS WHEREOF, the parties have caused this Professional Services Agreement to be acknowledged on the 28th day of June 2023.

ATTEST:

COLFAX COUNTY BOARD OF
COMMISSIONERS

Rayetta Trujillo, Clerk of the Board

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIRMAN

Bret Wier, MEMBER

PIEDRA LUMBRE EXCAVATION INC.

By: _____
Henry Martinez

**COLFAX COUNTY, NEW MEXICO
PROFESSIONAL SERVICES CONTRACT
PURSUANT TO RFP 2022-05**

THIS AGREEMENT is made and entered into by and between **COLFAX COUNTY, NEW MEXICO**, hereinafter referred to as "Colfax County," and **Abe Balsamo & Co.**, hereinafter referred to as the "Contractor," and is effective as of the date executed by the Colfax County Commission.

WHEREAS, the parties having reached agreement for Contractor to provide the County with medical and mental health care for the inmates of Vigil Maldonado Detention Center (VMDC);

WHEREAS, Contractor having represented it is aware of the requirements of performing the services in a detention center (jail) environment with an estimated population of 80;

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

REPRESENTATIONS

Contractor represents that he is a qualified physician assistant duly licensed to practice medicine in pursuant to this Agreement, in the state of New Mexico. Contractor also represents that he is not currently subject to any professional disciplinary proceeding of any state or federal authorities or to any disciplinary action of any facility or other facility in any jurisdiction.

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

A. SCOPE OF WORK.

The Licensed Medical and Mental Health Professional shall be primarily responsible for, without limitation to the following services on site or via tele med:

1. Assess all individuals screened by VMDC staff to have a medical or mental health concern, for the detection, diagnosis, and continuum of treatment of medical or mental illness;
2. Conduct assessments for inmates and document all medical or mental health needs;
3. Conduct crises intervention and or referral of acute psychiatric episodes;
4. Provide stabilization of psychiatric deterioration of inmates while in VMDC;
5. Assist in the referral and admission of inmates whose psychiatric needs exceed the treatment capability of VMDC to licensed mental health facilities;
6. Assist in the referral and admission of inmates whose medical needs exceed the treatment capability of VMDC to licensed medical facilities;
7. Maintain documentation on all assessments and progress;

8. Ensure inmates referred for mental health treatment receive a comprehensive assessment within thirty (30) days of the referral request date;
9. Provide telephonic consultations to VMDC staff when necessary;
10. Utilize a Management Plan to provide a coordinated approach to managing chronically ill or difficult to manage inmates;
11. Provide case management services providing inmates with assistance to external providers and resources;
12. Provide on-call services when medical staff is not in facility; and
13. Provide tele med services when off-site and as needed.

B. PERFORMANCE MEASURES.

Contractor shall:

1. Provide a monthly report with the number of individuals assessed at the VMDC at the time of arrest;
2. Provide detention center medical and mental health training for the VMDC staff by licensed and certified mental health staff, who are qualified health care providers within the meaning of the New Mexico Medical Malpractice Act, NMSA 1978, Sections 41-5-1 through 41-5-29;
3. Provide the Scope of Services described above by persons who are qualified healthcare providers within the meaning of the New Mexico Medical Malpractice Act, NMSA 1978, Sections 41-5-1 through 41-5-29;
4. Provide a professional level of transparency for the treatment of medical and mental health at VMDC while maintaining confidentiality; and
5. Document all treatment provided to Colfax County Detainees and provide copies of all such documentation to Colfax County. All on-site medical records, documents and information of detainees shall be the property of Colfax County. Contractor shall retain all off-site medical records medical records, documents and information concerning treatment of Colfax County detainees for not less than seven (7) years and shall provide access to such records to Colfax County upon request.

C. COMPENSATION.

1. Colfax County shall pay the Contractor on a monthly as billed basis. The total amount payable to the Contractor under this Agreement including gross receipts tax and expenses, shall not exceed the annual total of \$241,304.17. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. Contractor is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount

without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided;

2. Payment is subject to: 1) availability of funds pursuant to the Colfax County Commission Approval set forth below; 2) to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work and 3) to approval by the Colfax County Commission. All invoices MUST BE received by Colfax County no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID; and

3. 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 thirty (30) days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by Colfax County that the services have been received and accepted, payment shall be tendered to the Contractor within thirty (30) days after the date of acceptance. 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.

D. TERM.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY COLFAX COUNTY COMMISSION. This Agreement is for a one (1) year term and shall terminate on **June 30, 2024**, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four (4) years, except as set forth in Section 13-1-150 NMSA 1978.

E. TERMINATION.

1. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if Colfax County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party: provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination.

Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or

other crime due to misuse of public funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT**

2. Termination Management.

Immediately upon receipt by either Colfax County or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of Colfax County upon termination and shall be submitted to Colfax County as soon as practicable.

F. COLFAX COUNTY COMMISSION APPROVAL.

This Contract is presented to the Colfax County Commission for approval. The approval and performance by Colfax County are based on the availability of funds from the approved budget for that specific fiscal year.

G. STATUS OF CONTRACTOR.

The Contractor and its agents and employees are independent contractors performing professional services for Colfax County and are not employees of Colfax County. The Contractor and its agents and employees shall not accrue leave, retirement insurance, bonding use of state vehicles, or any other benefits afforded to employees of Colfax County as a result of this Agreement. The Contractor acknowledges that all sum received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind Colfax County unless the Contractor has express written authority to do so, and then only within the strict limits of that authority. The Contractor shall be responsible for filing any and all New Mexico gross receipts taxes.

H. ASSIGNMENT.

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

I. SUBCONTRACTING.

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

J. RELEASE.

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

K. PRODUCT OF SERVICE -- COPYRIGHT.

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

L. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

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

2. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all Applicable provisions of the Governmental Conduct Act, Chapter 10 Article 16 NMSA 1978. Without in anyway limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

- a) in accordance with Section 10-16-4.3 NMSA 1978 the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Colfax County employee if such employee was or is employed by Colfax County and participating directly or indirectly in Colfax County's contracting process.
- b) this Agreement complies with Section 10-16-7(A) NMSA 1978 because:
 - (i) the Contractor is not a public officer or employee of Colfax County;
 - (ii) the Contractor is not a member of the family of a public officer or employee of Colfax County;
 - (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or
 - (iv) if the Contractor is a public officer or employee of Colfax County, a member of the family of a public officer or employee of Colfax County, or a business in which a public officer or employee of Colfax County or the family of a public officer or employee of Colfax County has a substantial interest, and public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of Colfax County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer

or employee of Colfax County whose official act, while in County employment, directly resulted in Colfax County's making this Agreement.

- c) this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code.
- d) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement.
- e) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Colfax County.
- f) Contractor's representations and warranties in this Agreement are material representations of fact upon which Colfax County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to Colfax County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in this Agreement were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in this Agreement were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to Colfax County and notwithstanding anything in the Agreement to the contrary, Colfax County may immediately terminate the Agreement.
- g) All terms defined in the Governmental Conduct Act have the same meaning in this Agreement.

M. AMENDMENT.

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

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

N. MERGER.

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

O. PENALTIES FOR VIOLATION OF LAW.

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

P. EQUAL OPPORTUNITY COMPLIANCE.

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

Q. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be Colfax County. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

R. WORKERS COMPENSATION.

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

S. RECORDS AND FINANCIAL AUDIT.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of five (5) years from the date of final payment under this Agreement. The records shall be subject to inspection by Colfax County, the Department of Finance and Administration, the State Auditor and provide copies to Colfax County when requested to do so. Colfax County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Colfax County to recover excessive or illegal payments.

T. INDEMNIFICATION.

The Contractor shall defend, indemnify and hold harmless Colfax County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers,

employees, or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of Colfax County.

U. INSURANCE.

The Contractor shall maintain and keep in force Insurance Policies in amounts and with coverage not less than that provided in the policies provided to Colfax County as part of their proposal or 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 Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Contractor.

Without affecting any other rights or remedies, the 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. The 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 the 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.

V. 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.

W. 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 expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

X. NOTICES.

Any notice required to be given to either party by this Agreement shall be in writing

and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: Colfax County
County Manager's Office
230 North 3rd St., 3rd Floor
PO Box 1498
Raton, NM 87740

To the Contractor:

Abe Balsamo & Co.
45 Juan Martinez Road
Arroyo Seco, NM 87514

Y. 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 28th day of June, 2023.

ATTEST:

COLFAX COUNTY BOARD OF
COMMISSIONERS

Rayetta Trujillo, Clerk of the Board

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIRMAN

Bret Wier, MEMBER

ABE BALSAMO & CO.

By: _____
Abe Balsamo, President

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.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN COLFAX COUNTY
AND ABE BALSAMO & CO.**

This Agreement is made and entered into by and between **COLFAX COUNTY, NEW MEXICO**, hereinafter referred to as “Colfax County or Client” and **ABE BALSAMO & CO.**, hereinafter referred to as the “Contractor or Service Provider,” and is effective as of the date executed by the Colfax County Commission.

WHEREAS The parties having reached agreement for Contractor to provide the County with (MAT) medical and detox services in the Vigil Maldonado Detention Center; and

WHEREAS The Service Provider is willing to provide these services, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree to the following:

1. THE SERVICE PROVIDER SHALL PROVIDE MAT MEDICAL AND DETOX SERVICES IN THE VIGIL MALDONADO DETENTION CENTER (VMDC), AS FOLLOWS:

- Provision of protocols (Peer-Reviewed, Industry Standard Operating Procedures) for the treatment of opioid use disorder and other substance use disorders as appropriate and consistent with standard medical practice for MAT;
- Standard medical practice and prescribing to establish a standard for MAT services;
- Education of medical staff within the facility, with respect to Standard Operating Procedures and Safety Protocols for MAT Programs;
- Medical monitoring, with the assistance of on-site medical staff, of patients for the safe management of withdrawal, administration of medication, and other medical issues related to substance use disorders; and
- Referral for counseling and case management services as needed to support patients in recovery.

2. THE CLIENT SHALL PROVIDE/NEGOTIATE A REFERRAL NETWORK FOR THE VIGIL MALDONADO DETENTION CENTER:

- Staff in VDMC must arrange follow up for all patients that are on MAT protocols so that they are not lost to follow up after discharge from the facility.

3. THE CLIENT WILL DO STANDARD MEDICATION RECONCILIATION (CONFIRM CURRENT MEDICATIONS WITH OUTSIDE PROVIDERS OR PHARMACIES) ON ALL PATIENTS UPON INTAKE.

- Standard MAT medications to include Suboxone, Subutex, Naloxone (Narcan), Naltrexone, Chlordiazepoxide (Librium) and potentially other meds as needed/appropriate; and
- The Client should strive towards obtaining a Pharmacy license that allows for medications to be held on-site.

4. COMPENSATION.

- A.** The County shall pay the Contractor a total of \$14,500 (fourteen thousand five hundred dollars) per year plus standard GRT for the provision of MAT medical, detox, and training services. This amount shall be paid in monthly equal installments beginning on the date of the contract award and ending on June 30, 2024, or until either Krossroads (or similar entity) is able to provide this service. The Contractor shall be responsible for filing any and all New Mexico gross receipts taxes.
- B.** This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. Contractor is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.
- C.** Appropriations: Notwithstanding any provision in the Agreement to the contrary, the terms of this Agreement are contingent upon the Contractor receiving the appropriations necessary for the performance of this agreement. If sufficient appropriations and authorizations are not made to the Contractor, the Agreement may be terminated. Such event shall not constitute an event of default. All payment obligations of the Contractor and all its interest this Agreement will cease upon such termination.
- D.** 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.

5. TERMINATION BY EITHER PARTY.

- A.** This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

- B.** In the event of such termination, Contractor's compensation shall be prorated to the date of termination and Contractor shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to Contractor's receipt of the notice of termination, if Colfax County is the terminating party, or Contractor's sending of the notice of termination, if Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to Contractor if Contractor becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, Contractor or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

6. TERMINATION BY THE COUNTY.

- A.** Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to Contractor. Furthermore, should the Contractor 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 salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

7. ASSIGNMENT.

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

8. HOLD HARMLESS.

Contractor further agrees to indemnify and hold County and its commissioners, other elected officials, employees, agents, attorneys, successors and assigns harmless from any and all claims, suits, causes of action, damages, costs and expenses, including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or

in any way resulting from Contractor's activities or actions or with respect to his actions or omissions whether such activities, actions or omissions shall be within or outside of the scope of duties. The parties hereto believe that neither NMSA 1978, Section 56-7-1 nor 56-7-2, concerning indemnity, apply to this agreement, provided, however, if a court of competent jurisdiction determines that the provisions of either statute shall apply to this agreement, this obligation to indemnify will be limited and construed so as not to extend to liabilities of any kind that are beyond the scope of indemnity permitted by such statute that is held to apply. This indemnity shall survive the termination of the contract for any reason.

9. RECORDS AND FINANCIAL AUDIT.

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

10. STATUS OF INDEPENDENT CONTRACTOR.

Contractor and its agents and/or employees are independent contractor's performing professional services for Colfax County and are not employees of Colfax County. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Colfax County as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by Contractor tax purposes, including without limitation, self-employment, and business income tax. Contractor agrees not to purport to bind Colfax County unless Contractor has express written authority to do so, and then only within the strict limits of that authority. The Contractor shall be responsible for filing any and all New Mexico gross receipts taxes.

11. SUBCONTRACTING.

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

12. RELEASE.

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

13. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

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

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

14. AMENDMENT.

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

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

15. MERGER.

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

16. EQUAL OPPORTUNITY COMPLIANCE.

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

17. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.

18. INSURANCE.

Contractor shall maintain and keep in force Insurance Policies in amounts and with coverage not less than \$1 million dollars or acceptable coverage amount for the County which will be decided by the County.

19. WORKER'S COMPENSATION.

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

20. WAIVER OF SUBROGATION.

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.

21. 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.

22. 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 expressed and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

23. NOTICES.

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

Contractor,
ABE BALSAMO & CO.,
45 Juan Martinez Rd
Arroyo Seco, NM 87514

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

24. 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 executed this Agreement on the 28th day of June, 2023.

ATTEST:

COLFAX COUNTY BOARD OF
COMMISSIONERS

Rayetta Trujillo, Clerk of the Board

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIRMAN

Bret Wier, MEMBER

TAOS MED INC.

By: _____
Abe Balsamo, President

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COLFAX COUNTY AND THE VILLAGE OF EAGLE NEST**

This agreement made and entered into on June 28, 2023 by and between the BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, hereinafter called "County" whose address is P.O. Box 1498, Raton, NM 87740 and the VILLAGE OF EAGLE NEST, a New Mexico municipality, hereafter known as "Eagle Nest", whose address is 151 Willow Creek Drive (PO Box 168), Eagle Nest, New Mexico 87718, WITNESSTH that;

WHEREAS Eagle Nest provides meals and services to senior citizens in Colfax County through its Senior Citizens Center; and

WHEREAS Eagle Nest has entered into a Nutrition Service Incentive Program Agreement with the North Central New Mexico Economic Development District Non-Metro Area Agency on Aging to provide certain services to Citizens of Colfax County, New Mexico; and

WHEREAS the aforesaid service agreement specifically defines the units of service that are to be provided pursuant to said agreement; and

WHEREAS the County and Eagle Nest desire to enter into an agreement whereby Eagle Nest will provide additional units of service over and above those provided pursuant to said Nutrition Service Incentive Program Agreement and will provide units of recreational services to Colfax County residents in Eagle Nest and the surrounding area;

NOW, THEREFORE, the parties do hereby covenant and agree as follows:

1. In consideration for County's agreement to budget and provide funding to the Eagle Nest in an amount not to exceed \$59,000.00, Eagle Nest agrees to provide services to the residents of Colfax County, as more particularly stated in paragraph 2 below.
2. The County and Eagle Nest agree that they hereby adopt the service units defined in Service Definitions for Non-Metro Area Agency on Aging for the purpose of providing additional services by Eagle Nest to residents of Colfax County. Eagle Nest will provide those additional units described in consideration for the funding to be provided by the County, pursuant to this agreement.
3. Eagle Nest shall provide County all records, invoices, purchase orders, and other documentation County or the Department of Finance and Administration may require, and Eagle Nest shall comply with all generally accepted accounting practices consistently

applied in keeping records of and accounting for all disbursements made to it by County. All such financial records shall be made available to County or the Department of Finance and Administration upon request, and all such records shall be maintained by Eagle Nest in accordance with applicable law for the retention of public records following the termination of this agreement.

4. County does hereby agree to pay to Eagle Nest a sum not to exceed \$59,000.00, which monies shall be disbursed to Eagle Nest upon receipt by the County of invoices or other appropriate documentation evidencing services rendered and compliance with all Department of Finance and Administration requirements for disbursement of said funds.

This agreement shall become effective July 1, 2023 and shall terminate on June 30, 2024.

Either party to this agreement may terminate it without cause by giving notice to the other party ninety (90) days prior to the desired termination date. Termination shall not relieve either party from fulfilling all obligations and duties hereunder up to the termination date.

Eagle Nest is an independent contractor, and Eagle Nest is not an agent or employee of the County and has no authority to contract for, incur liabilities, obligate, or commit County in any form, fashion, or manner.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 28th day of June, 2023.

COLFAX COUNTY BOARD OF COMMISSIONERS

ATTEST:

Rayetta Trujillo, Clerk of the Board

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIRMAN

Bret Wier, MEMBER

VILLAGE OF EAGLE NEST

By: _____
Jeff Carr, Mayor

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN COLFAX COUNTY AND THE CITIZENS
FOR THE DEVELOPMENTALLY DISABLED**

This agreement made and entered into in duplicate originals June 28, 2023, by and between COLFAX COUNTY, NEW MEXICO, hereinafter called "County" whose address is P.O. Box 1498, Raton, NM 87740 and CITIZENS FOR THE DEVELOPMENTALLY DISABLED, INC., a New Mexico non-profit corporation, hereafter known as "CDD Inc.", whose address is P.O. Box 1589, Raton, New Mexico 87740, WITNESSTH that:

WHEREAS the CDD Inc. is the Sponsor for the Foster Grandparent/Senior Companion Programs in Colfax County, New Mexico as defined in 45 CFR Parts 2551.12(r) and 2552.12(u), pursuant to 42 U.S.C. 4950 *et seq.*;

WHEREAS project funds may not be used to reimburse mileage for client-related travel, e.g., shopping, medical appointments, etc., and liability insurance is a Senior Companion personal expense and is not reimbursable to the volunteer through project funds; and

WHEREAS the County and the CDD Inc. desire to enter into an agreement whereby the Foster Grandparent/Senior Companion Programs will provide transportation services to Colfax County residents and help provide care to sick and indigent persons in Colfax County.

NOW, THEREFORE, the parties do hereby covenant and agree as follows:

1. In consideration for County's agreement to budget and provide funding to the Foster Grandparent/Senior Companion Programs of the CDD Inc. in the amount of \$40,000.00, plus the lease of a 2004 Chevrolet passenger van for use of client and volunteer related travel. The CDD Inc. through its Foster Grandparent/Senior Companion Programs agrees to provide services to the residents of Colfax County, as more particularly stated in paragraph 2 below.
2. The CDD Inc. through its Foster Grandparent/Senior Companion Programs shall provide client-related travel, e.g., shopping, medical appointments, and other program related matters.
3. The CDD Inc. through its Foster Grandparent/Senior Companion Programs shall provide County all records, invoices, purchase orders, and other documentation County or the Department of Finance and Administration may require, and CDD Inc. and Foster Grandparent/Senior Companion Programs shall comply with all generally accepted accounting practices consistently applied in keeping records of and accounting for all disbursements made to it by County. Program reports to Commission at two (2) Regular Commission Meetings a year. All such financial records shall be made available to County or the Department of Finance and Administration upon request, and all such records shall be maintained by the CDD Inc. and Foster Grandparent/Senior Companion

Programs for six (6) years following the termination of this agreement.

4. County does hereby agree to pay to the CDD Inc. for its Foster Grandparent/Senior Companion Programs the sum of \$40,000.00, which monies shall be disbursed to the CDD Inc./Foster Grandparent/Senior Companion Programs upon receipt by the County of purchase orders, invoices or other appropriate documentation evidencing compliance with all Department of Finance and Administration requirements for disbursement of said funds. This amount is a maximum and not a guarantee that the work assigned to be performed by CDD Inc. under this Agreement shall equal the amount stated herein. CDD Inc. is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will CDD Inc. be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.
5. Appropriations: 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.
6. CDD Inc. 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 CDD Inc. that payment is requested, it shall provide CDD Inc. a letter of exception explaining the defect or objection to the services and outlining steps CDD Inc. 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.
- 7. TERMS AND TERMINATION BY EITHER PARTY.**
 - A. This agreement shall become effective July 1, 2023, or upon execution by all parties, whichever is later, and shall terminate on June 30, 2024. This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.
 - B. In the event of such termination, CDD Inc.'s compensation shall be prorated to the date of termination and CDD Inc. shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to CDD Inc.'s receipt of the notice of termination, if Colfax County is the terminating party, or CDD Inc.'s sending of the notice of termination, if CDD

Inc. is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. CDD Inc. shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to CDD Inc. if CDD Inc. becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, CDD Inc. or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

8. TERMINATION BY THE COUNTY

- A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to CDD Inc. Furthermore, should the CDD Inc. or its agents or employees 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 CDD Inc. of notice of termination of this Agreement, CDD Inc. shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

9. ASSIGNMENT.

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

10. HOLD HARMLESS.

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

that are beyond the scope of indemnity permitted by such statute that is held to apply. This indemnity shall survive the termination of the contract for any reason.

11. RECORDS AND FINANCIAL AUDIT.

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

12. STATUS OF INDEPENDENT CONTRACTOR.

CDD Inc. and its agents and/or employees are independent CDD Inc.'s performing professional services for Colfax County and are not employees of Colfax County. CDD Inc. and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Colfax County as a result of this Agreement. CDD Inc. acknowledges that all sums received hereunder are reportable by CDD Inc. tax purposes, including without limitation, self-employment, and business income tax. CDD Inc. agrees not to purport to bind Colfax County unless CDD Inc. has express written authority to do so, and then only within the strict limits of that authority. CDD Inc. shall be responsible for filing any and all New Mexico gross receipts taxes.

13. SUBCONTRACTING.

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

14. RELEASE.

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

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

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

16. AMENDMENT.

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

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

17. MERGER.

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

18. EQUAL OPPORTUNITY COMPLIANCE.

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

19. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.

20. INSURANCE.

CDD Inc. shall maintain and keep in force Insurance Policies in amounts and with coverage not less than \$1 million dollars or acceptable coverage amount for the County which will be decided by the County.

21. WORKER'S COMPENSATION

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

22. WAIVER OF SUBROGATION.

Without affecting any other rights or remedies, CDD Inc. 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. CDD Inc. 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 CDD Inc. 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.

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. NOTICES.

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

CDD Inc.,
PO Box 1589
Raton, NM 87740

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

26. AUTHORITY.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 28th day of June, 2023.

ATTEST:

COLFAX COUNTY BOARD OF
COMMISSIONERS

Rayetta Trujillo, Clerk of the Board

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIRMAN

Bret Wier, MEMBER

CITIZENS FOR THE DEVELOPMENTALLY
DISABLED

By: _____

Mona Martinez, Sponsor Representative

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN COLFAX COUNTY AND
COLFAX COUNTY SENIOR CITIZENS, INC.**

This agreement made and entered Into on June 28th, 2023, by and between the BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, hereinafter called "County" whose address is P.O. Box 1498, Raton, New Mexico 87740 and COLFAX COUNTY SENIOR CITIZENS, INC., a New Mexico Non-Profit corporation, hereafter known as "CCSCI" whose address is 444 S. 1st St., Raton, New Mexico 87740, WITNESSTH that:

WHEREAS Colfax County Senior Citizens, Inc. provide meals and services to senior citizens in Colfax County;

WHEREAS CCSCI has entered into a Nutrition Service Incentive Program Agreement with North Central New Mexico Economic Development District Non-Metro Area Agency on Aging to provide certain services to senior citizens of Colfax County, New Mexico;

WHEREAS the aforesaid service agreement specifically defines the units of service that are to be provided pursuant to said agreement; and

WHEREAS the County and CCSCI desire to enter into an agreement whereby CCSCI will provide unduplicated units of service to said Nutrition Service Incentive Program Agreement and will provide units of recreational services to Colfax County senior residents.

NOW, THEREFORE, the parties do hereby covenant and agree as follows:

1. In consideration for the County's agreement to budget and provide funding to CCSCI in the amount of \$162,000.00, CCSCI agrees to provide services to senior residents of Colfax County, as more particularly stated in paragraph 2 below and this amount is a maximum and not a guarantee that the work assigned to be performed by CCSCI under this Agreement shall equal the amount stated herein. CCSCI is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will CCSCI be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. CCSCI and the County agree that they hereby adopt the service units defined in Service Definitions for the Non-Metro Area Agency on Aging which can be found in the Non-Metro Area Agency on Aging Direct Purchase of Services Manual, Section VI "Service Definitions". CCSCI will provide the units described in Exhibit A attached hereto and hereby incorporated herein, in consideration for the funding to be provided by the County, pursuant to this agreement;

3. CCSCI shall provide County all records, invoices, purchase orders, and other documentation the County or the Department of Finance and Administration may require, and CCSCI shall comply with all generally accepted accounting practices consistently applied in keeping records of and accounting for all disbursements made to it by the County. All such

financial records shall be made available to the County or the Department of Finance and Administration upon request, and all such records shall be maintained by CCSCI for five (5) years following the termination of this agreement;

4. The County does hereby agree to pay to CCSCI the sum of \$162,000.00, which monies shall be disbursed to CCSCI upon receipt by the County of purchase orders, invoices other appropriate documentation evidencing compliance with all Department of Finance and Administration requirements for disbursement of said funds;

5. Appropriations: 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.

6. CCSCI 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 CCSCI that payment is requested, it shall provide CCSCI a letter of exception explaining the defect or objection to the services and outlining steps CCSCI 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.

7. TERMS AND TERMINATION BY EITHER PARTY.

A. This agreement shall become effective July 1, 2023, or upon execution by all parties, whichever is later, and shall terminate on June 30, 2024.

This contract may be terminated by either party upon fifteen (15) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Contract through no fault of the terminating party.

B. In the event of such termination, CCSCI's compensation shall be prorated to the date of termination and CCSCI shall be paid in full for services performed and verified to the date of such termination. In the event of such termination, Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to CCSCI's receipt of the notice of termination, if Colfax County is the terminating party, or CCSCI's sending of the notice of termination, if CCSCI is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. CCSCI shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to CCSCI if CCSCI becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement,

CCSCI or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein.

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

8. TERMINATION BY THE COUNTY.

A. Notwithstanding the foregoing, this Contract may be terminated by the County for its convenience and without cause upon fifteen (15) days prior written notice to CCSCI. Furthermore, should the CCSCI 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 CCSCI of notice of termination of this Agreement, CCSCI shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of Colfax County; 2) comply with all directives issued by Colfax County in the notice of termination as to the performance of work under this Agreement; and 3) take such action as Colfax County shall direct for the protection, preservation, retention or transfer of all property titled to Colfax County and records generated under this Agreement.

9. ASSIGNMENT.

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

10. HOLD HARMLESS.

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

11. RECORDS AND FINANCIAL AUDIT.

CCSCI shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during CCSCI's term and effect and retain them for a period of seven (7) years from the date of final payment under this Contract. The records shall be

subject to inspection by Colfax County, the Department of Finance and Administration and the State Auditor.

12. STATUS OF INDEPENDENT CONTRACTOR.

CCSCI and its agents and/or employees are independent CCSCI's performing professional services for Colfax County and are not employees of Colfax County. CCSCI and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of Colfax County as a result of this Agreement. CCSCI acknowledges that all sums received hereunder are reportable by CCSCI tax purposes, including without limitation, self-employment, and business income tax. CCSCI agrees not to purport to bind Colfax County unless CCSCI has express written authority to do so, and then only within the strict limits of that authority. CCSCI shall be responsible for filing any and all New Mexico gross receipts taxes.

13. SUBCONTRACTING.

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

14. RELEASE.

Final payment of the amounts due under this Agreement shall operate as a release of Colfax County, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

15. CONFLICT OF INTEREST; GOVERNMENTAL CONDUCT ACT.

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

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

16. AMENDMENT.

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

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

17. MERGER.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or

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

18. EQUAL OPPORTUNITY COMPLIANCE.

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

19. APPLICABLE LAW.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.

20. INSURANCE.

CCSCI shall maintain and keep in force Insurance Policies in amounts and with coverage not less than \$1 million dollars or acceptable coverage amount for the County which will be decided by the County.

21. WORKER'S COMPENSATION.

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

22. WAIVER OF SUBROGATION.

Without affecting any other rights or remedies, CCSCI 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. CCSCI 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 CCSCI 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.

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. NOTICES.

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

CCSCI,
Monica Finkbone, Executive Director
444 S 1st Street
Raton, NM 87740

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

26. AUTHORITY.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the 28th day of June, 2023.

ATTEST:

COLFAX COUNTY BOARD OF
COMMISSIONERS

Rayetta Trujillo, Clerk of the Board

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIRMAN

Bret Wier, MEMBER

COLFAX COUNTY SENIOR CITIZENS,
INC.

By: _____
Monica Finkbone, Executive Director

EXHIBIT A

SERVICE	PROJECTED UNITS (UNDUPLICATED)	PRICE	TOTAL
Congregate Meals			
Home Delivered Meals			
Transportation			
Home Services			
Recreation			
Total			

Recreation is tracked as actual hours of recreation

WORK AND FINANCIAL PLAN
between
COLFAX COUNTY
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (APHIS-WS)
for
July 1, 2023 through June 30, 2024

Pursuant to Cooperative Service Agreement No. 19-73-35-5657-RA between the County of Colfax and APHIS-WS, this Work Plan defines the objectives, plan of action, resources and budget for the maintenance of an Integrated Wildlife Damage Management (IWDM) program to protect residents, property, livestock, crops, and natural resources from damage caused by predators and other nuisance wildlife to be conducted from July 1, 2023 through June 30, 2024.

APHIS-WS is a federal agency with a broad mission that includes carrying out wildlife damage management activities. In recent years, USDA-APHIS has maintained an effective IWDM program to resolve conflicts with wildlife throughout the County. APHIS-WS is available and qualified to conduct the wildlife damage management services necessary to accomplish the County's goals.

I. OBJECTIVES/GOALS

Wildlife Services' overall goal is to maintain a biologically sound IWDM program to assist property owners, businesses, private citizens, and governmental agencies in resolving wildlife damage problems and conduct control activities in accordance with applicable Federal, State and local laws and regulations. Assistance may be in the form of providing technical assistance or direct control activities. Recommendations and control activities will emphasize long term solutions and incorporate the Integrated Wildlife Damage Management approach.

The scope of this program is limited only by the financial resources allocated by the cooperator and APHIS-WS. Although successful elimination of any specific threat is not guaranteed, all reasonable efforts will be made to resolve or mitigate human-wildlife conflicts within financial and regulatory constraints.

II. PLAN OF ACTION

To accomplish this goal, the following general field services will be provided: (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop or natural resource damage is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of wildlife displaying aggressive behavior or causing actual injury to county residents. To provide these basic services, APHIS-WS will:

1. Assign one Wildlife Specialist(s) for 12 staff-months averaging 40 hours per week distributed among direct control activities, technical assistance, APHIS-required administrative tasks and annual leave.
2. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this plan.
3. Safely & professionally utilize approved wildlife damage management tools/equipment including firearms (including high-pressure air rifles), advanced optics, assorted snaring devices, trailing hounds, all-terrain vehicles, foot-hold traps for the protection of endangered species and public safety, cage-type & other specialized traps, deterrent methods/devices (including pyrotechnics), Environmental Protection Agency approved toxicants (including euthanasia drugs), night vision equipment and electronic calling devices.
 - a. Field Specialists will ensure that the most effective, efficient, and humane tools will be utilized and will conduct direct control operations in a safe manner.
 - b. Equipment will be maintained in good working order to help prevent accidents and/or hazardous situations.
4. Conduct all control activities with trained USDA-WS employees and volunteers.
 - a. Technical Assistance may be in the form of recommendations for implementing various non-lethal techniques. Official USDA pamphlets may be used to convey this information to the public.
 - b. Direct Control activities may include, but are not limited to the monitoring, trapping, dispersal, and shooting of known and potential predators or nuisance wildlife.

The District Supervisor in the WS District Office will supervise this project. This project will be monitored by the State Director and administrative staff in Albuquerque. The Cooperator will be kept advised on the status of this project on a regular basis.

APHIS-WS will cooperate with the New Mexico Department of Game and Fish, the U.S. Fish and Wildlife Service, County and local city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.

III. PROCUREMENT

Purchase of supplies, equipment and miscellaneous needs including salaries will be made by APHIS-WS. All expenditures will be processed through APHIS's Financial Management Modernization Initiative (FMMI) system and charged to the Cooperator as described in the Financial Plan.

IV. STIPULATIONS AND RESTRICTIONS

APHIS-WS activities under this cooperative effort will be limited to the State of New Mexico, County of Colfax. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and those activities will be conducted within the policy guidelines of APHIS-WS. All program activities will be conducted in compliance with Local, State, and Federal regulations.

In the absence of a finalized county budget, a letter of intent must be provided pending final budget approval. The cooperative Wildlife Services Program can't continue unless a mutual agreement is negotiated by June 30, 2023.

V. COST ESTIMATE FOR SERVICES

The cooperator will be billed quarterly by APHIS FMMI for costs incurred but will not exceed **\$43,250** annually. This figure includes: Pooled Job Costs, which cover costs associated with vehicle replacement, employee leave and retirement expenses. Indirect Costs, which cover costs associated with APHIS program support. APHIS-WS contributes to the balance of salary and benefits, and all other operating costs. However, APHIS-WS reserves the right to redistribute between funds in order to cover program costs. Your share of expenses are shown below:

Cost Element		Cost to Cooperator	Cost Share (Paid by Federal and State Appropriations)	Full Cost
Personnel Compensation		\$ 33,014.95	\$ 10,407.05	\$ 43,422.00
Travel		\$ -	\$ 664.00	\$ 664.00
Vehicles		\$ (0.00)	\$ 8,781.67	\$ 8,781.67
Other Services		\$ 1,000.00	\$ 480.00	\$ 1,480.00
Supplies and Materials		\$ -	\$ 1,250.00	\$ 1,250.00
Equipment		\$ -	\$ 1,250.00	\$ 1,250.00
Subtotal (Direct Charges)		\$ 34,014.95	\$ 22,832.72	\$ 56,847.67
Pooled Job Costs	11.00%	\$ 3,741.64	NA	\$ 3,741.64
Indirect Costs	16.15%	\$ 5,493.41	NA	\$ 5,493.41
Aviation Flat Rate Collection		\$ -	NA	\$ -
Agreement Total		\$ 43,250.00	\$ 22,832.72	\$ 66,082.72
Percentage Cost Share		65%	35%	100%

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to

Agreement Number: 23-73-35-5657-RA
WBS: AP.RA.RX35.73.0004

administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Work Plan/Financial Plan is Patsy Baca, Budget Analyst (505) 208-3004. The Colfax County financial point of contact is (575) 445-9661. This plan has been approved by the USDA APHIS WS Western Regional Office for use in the State of New Mexico for cost-share agreements. Copies of this approval are available upon request.

COLFAX COUNTY BOARD OF COMISSIONERS
Tax Identification Number: 85-6000208

Si Trujillo, Chair

Date

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES
Albuquerque, NM
Tax Identification Number: 41-0696271

Jon Grant, State Director, New Mexico

Date

Acting Director, Western Region

Date

**PROFESSIONAL SERVICES CONTRACT
BANKING SERVICES, INBANK
30 DAY EXTENSION**

THIS AGREEMENT made and entered into in duplicate originals this 28th day of June 2023, by and between InBank, a banking corporation, hereinafter referred to as the "Contractor", and the BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, an involuntary political subdivision, hereinafter sometimes referred to as "County".

WHEREAS The County is requesting to extend original contract by thirty (30) days;

WHEREAS The County issued its Request for Proposals for Banking Fiscal Agent for Colfax County, No. 2019-01 (2019-01 RFP); and

WHEREAS the Board of Commissioners of Colfax County, New Mexico made the award to Contractor as the responsible offeror whose proposal was most advantageous to the County, taking into consideration the factors as set forth in the request for the 2019-01 RFP.

NOW, THEREFORE, in consideration of their mutual covenants and agreements; it is hereby mutually agreed as follows:

1. The Contractor shall provide banking services to County, pursuant to County's Request for Proposals #2019-01 Banking Fiscal Agent for County of Colfax, this Professional Services Contract, and the Contractor's Bank Services Proposal consisting of four pages and executed by Robert Jones, Co-Founder and Raton Executive, which are sometimes collectively referred to herein as the "contract documents".
2. Contractor shall provide banking services to County in accordance with the contract documents commencing on July 1, 2023, and shall continue to provide such services until the earlier of the termination of this agreement as hereinafter provided or July 31, 2023.
3. Contractor's services shall be of the highest quality consistent with recognized standards in the banking industry and shall be performed by employees experienced in work to which they are assigned.
4. Errors or defective services provided by Contractor must be corrected by Contractor, and Contractor shall pay all costs of correction.
5. In accordance with Section 6.7.1 of the Colfax County Purchase Policy and Procedures Manual, the amount of fees to be paid under this extension Agreement shall not exceed a total amount of \$59,999.99.
6. Contractor will comply with all applicable provisions of any and all federal, state, and local laws applicable to Contractor's banking services.

7. The terms of the 2019-01 RFP shall be incorporated herein except otherwise stated in this Agreement and notwithstanding the above; and this Agreement may be terminated without cause by County upon written notice delivered to Contractor at least Fifteen (15) DAYS prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If either party should make default in the performance of this contract and should remain in default for a period of fifteen (15) days after receipt of written notice from the aggrieved party calling attention to such default and demanding performance, then and in that event the aggrieved party may, at their option, cancel this contract by giving written notice of such cancellation. The right of cancellation hereby conferred shall not be construed to limit any right or remedy otherwise available to an aggrieved party under the laws of the State of New Mexico, including an action for specific performance.
8. Contractor and its agents and employees are independent contractors performing professional services for County and are not employees of the County of Colfax. Contractor, and its agents and employees, shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County of Colfax. Neither shall County be liable to Contractor, nor its agents, for any injury to person or property incurred in the course of performance of this Agreement unless such injury shall have directly and proximately resulted from grossly negligent or reckless conduct on the part of County or its agents acting within the scope of their employment and official duties. The Contractor shall be responsible for filing any and all New Mexico gross receipts taxes.
9. Contractor shall indemnify and hold harmless County, its officers and employees, against liability, claims, damages, losses, or expenses arising out of bodily injury to persons or damage to property caused by, or resulting from, Contractor's and/or its employees own negligent act(s) or omission(s) while Contractor and/or its employees performs or fails to perform its obligations and duties under this Agreement.
10. Contractor shall not assign or transfer any interest in this Agreement, nor assign any claims for money due or to become due under this Agreement, without the prior written approval of County.
11. Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of County.
12. Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the County of Colfax Finance Department, Personnel Department, and the New Mexico Auditor. County shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of County to recover any excessive or illegal payment.

13. The terms of this Agreement are contingent upon sufficient monies being made available by the County of Colfax for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the County of Colfax, this Agreement shall terminate upon written notice being given by County to Contractor. County's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.
14. Contractor, upon final payment of the amount due under this Agreement, releases the County, its officers and employees, from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the County of Colfax to any obligations not assumed herein by the County of Colfax, unless Contractor has express written authority to do so, and then only within the strict limits of that authority.
15. Any information given to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by Contractor to any individuals or organizations without the prior written approval of County.
16. Contractor warrants that it currently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement. Contractor further covenants that, in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor warrants that it does not employ, has not employed, and will not employ during the term of this Agreement, any County employee while such employee was or is employed by the County and participating directly or indirectly in the County contracting process.
17. This Agreement shall not be altered, changed, or amended except by instrument in writing, executed by the parties hereto.
18. This Agreement incorporates all the agreements, covenants, and understandings between the parties concerning the subject matter set forth, and all such covenants, agreements, and understandings have merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, shall be valid or enforceable unless embodied in this Agreement. No subsequent agreement or understanding, verbal or otherwise, shall be valid or enforceable unless incorporated by way of amendment as described in the AMENDMENT paragraph above.
19. The Colfax County Purchase Policy and Procedures Manual imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.
20. Contractor agrees to abide by all Federal and State laws, rules, regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal opportunity. In

accordance with all such laws, rules, regulations, and executive orders of the governor of the State of New Mexico, Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age, or disability, be excluded from employment with or participating in, be denied the benefits of, or be otherwise subjected to discrimination under, any program or activity performed under this Agreement. If Contractor is found to be not in compliance with these requirements during the term of this Agreement, Contractor agrees to take appropriate steps to correct the deficiencies.

21. Contractor shall maintain and keep in force Insurance Policies in amounts and with coverage not less than \$1 million dollars or acceptable coverage amount for the County which will be decided by the County and Contractor shall provide certification of insurance for workers' compensation, commercial liability, including automotive/ vehicle liability, and professional errors and omissions liability.
22. Without affecting any other rights or remedies, Contractor hereby releases and relieves 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.
23. The parties acknowledge that the Worker's compensation statutes do not create a right of subrogation and Sub-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.
24. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
25. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
26. The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be in the state district court located within Colfax County.
27. Notice given pursuant to this contract shall be given by mailing by certified mail return receipt requested or delivering written notice to the parties at the following addresses,

unless notice of a change of address shall have been previously expressed in writing to the other party.

COUNTY: Office of Colfax County
Manager
P.O. Box 1498
Raton, New Mexico 87740

CONTRACTOR: InBank
200 South Second Street
Raton, New Mexico 87740

ATTEST: COLFAX COUNTY BOARD OF
COMMISSIONERS

Rayetta Trujillo, County Clerk

Si Trujillo, CHAIRMAN

Mary Lou Kern,
VICE-CHAIRMAN

Bret Wier, MEMBER

INBANK

By: _____
Inbank Representative