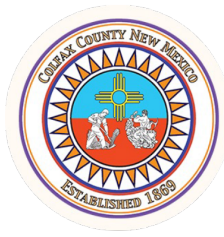


Board of Commissioners



Colfax County
New Mexico

Dist. 1: Si Trujillo
Chairman
505-617-6893
strujillo@co.colfax.nm.us

Dist. 2: Mary Lou Kern
Vice Chair
505-617-6895
kern@co.colfax.nm.us

Dist. 3: Bret E. Wier
Member
505-652-0039
bwier@co.colfax.nm.us

Notice Public Hearing

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Commissioners will be Discussing Colfax County Ordinance #2024-03, An Ordinance to The Amendment to Section Four Point One (4.1) of the Colfax County Personnel Policy and Procedures, Ordinance 2017-01, and Ordinance 2024-04, An Ordinance Establishing an Affordable Housing Program Pursuant to The Colfax County Affordable Housing Plan; Defining Terms; Establishing Application Requirements and Review Criteria; And Establishing Procedures to Administer an Affordable Housing Program in the 3rd Floor Commission Chambers, of the Colfax County Building on Tuesday, June 25, 2024, at 8:30 am.

Copies of the proposed ordinances are available for inspection on the County website @ www.co.colfax.nm.us or at the Office of the County Manger, Colfax County Building, 230 North 3rd Raton NM during regular business hour.

Done this 18th Day of June 2024

County Manager – Monte K. Gore
mgore@co.colfax.nm.us

P.O. Box 1498
Raton, New Mexico 87740

Office. 575-445-9661
Fax. 575-445-2902
www.co.colfax.nm.us

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Regular Meeting June 25, 2024 AGENDA

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Regular Session on Tuesday, June 25, 2024, at 9:00 A.M., in the Commission Chambers, 3rd Floor at the Colfax County Building, Raton, NM for the following

This agenda can be viewed at the Colfax County Website at www.co.colfax.nm.us

1. Call to Order
2. Pledge of Allegiance
3. Salute to the New Mexico Flag
4. Approve Agenda
5. Approve Public Hearing Meeting Minutes, Special Meeting Minutes and Regular Meeting Minutes for June 11, 2024
6. Recognize visitors
7. Public Comment
8. Discuss/Approve – Indigent Care Claims
9. Discuss/Action – Claim of Exemption #12, Maxwell Municipal Schools
10. Discuss/Action – Claim of Exemption #7, Cross Diamond Cattle Co. LLC
11. Discuss/Action – Lodger’s Tax Promotional & Non– Promotional Funding Request, Colfax Tavern, Run2Raton Kickoff Party
12. Discuss/Action – State of New Mexico Department of Finance and Administration Local Government Division DWI Program, DWI Grant Agreement Program No. 25-D-G-05
13. Discuss/Action – Colfax County DWI Prevention Specialist Contract Between Colfax County and Danielle Jo Martinez
14. Discuss/Action – Colfax County DWI Program Compliance Officer Contract Between Colfax County and Jessica Candelario
15. Discuss/Action – Colfax County DWI Program Coordinator Contract Between Colfax County and Ambrosia Trujillo
16. Discuss/Action – Colfax County DWI Treatment Provider Contract Between Colfax County and Tenelle Phillips
17. Discuss/Action - Independent Contractor Agreement Between VMDC and Leona M Herrell FNP-C, PMHNP-BC
18. Discuss/Action – Resolution # 2024-22, A Resolution Adopting the 2026-2030 Infrastructure Capital Improvement Plan (ICIP)
19. Discuss/Action – Permission for Access – New Contract, CPMS User Access Form for Additional ICIP User
20. Discuss/Action – Regional Recreation Centers/Quality of Life Grant Amendment No. 1, Colfax County Event Center Upgrades, 23-ZH5053-12

County Manager – Monte K. Gore
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21. Discuss/Action Ordinance #2024-03, The Amendment to Ordinance, Section Four Point One (4.4) of the Colfax County Personnel Policy and Procedures Ordinance #2017-01
22. Discuss/Action – Amendment to Financial Policy
23. Discuss/Action – Update Colfax County Travel Policy
24. Discuss/Action - Professional Services Agreement, Colfax County and M.R.S. Monitoring & Recovery Services
25. Discuss/Action – Professional Services Agreement Between Colfax County and Abe Balsamo & Co.
26. Discuss/Action – Professional Services Contract Pursuant to RFP 2022-05 Between Colfax County & Abe Balsamo & Co
27. Discuss/Action – Professional Services Agreement Between Colfax County and The Citizens for The Developmentally Disabled
28. Discuss/Action – Professional Services Agreement Between Colfax County and Colfax County Senior Citizens Inc.
29. Discuss/Action - Professional Services Agreement Between Colfax County and Piedra Lumbre Excavations
30. Discuss/Action – Professional Services Agreement Between Colfax County and the Village of Eagle Nest
31. Discuss/Action – Award RFP 2024-01, On Call Engineering Services
32. Discuss/Action – Professional Services Contract Between County of Colfax and Molzen-Corbin & Associates, Inc.
33. Manager’s Docket
34. Commissioners’ Docket
35. Adjourn

Done this 18th day of June 2024

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

County Manager – Monte K. Gore
mgore@co.colfax.nm.us

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**Board of
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ORDINANCE NO 2024-03

THE AMENDMENT TO ORDINANCE SECTION FOUR POINT ONE (4.1) OF THE COLFAX COUNTY PERSONNEL POLICY AND PROCEDURES ORDINANCE 2017-01

NOW, THEREFORE, by virtue of the power vested in us duly elected members of the Board of the Commissioners of Colfax County, New Mexico, under the Laws of the State of New Mexico, we do hereby approve, ratify, adopt, and amend Section 4.1 of Ordinance No. 2017-01, the Colfax County, Personnel Policy, and Procedures as follows:

Section 4.1 Compensation

Elected officials' salary increases shall be governed by N.M.S.A. 1978. Section 4-44-12.3, or as it may be subsequently amended.

The restriction on First Deputy salaries has been removed.

A compensation plan for classified employees shall be adopted or amended as necessary by the Board of County Commissioners. Such a plan shall establish a schedule containing a minimum and maximum pay range for each position in the classified service.

PASSED, ADOPTED AND APPROVED this day of ____, 2024.

BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO

Si Trujillo, Chairman

Mary Lou Kern, Vice Chair

Bret Wier, Member

ATTEST:

Rayetta M. Trujillo, Clerk of The Board

County Manager – Monte K. Gore
mgore@co.colfax.nm.us

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June 2024

INDIGENT REPORT

CASE#	PREVIOUSLY APPROVED	APPROVAL DATE	MEDICAL FACILITY	CLAIM	MEDICAID RATE MCMC	OTHER	PREVIOUS CLAIMS		YTD APPROVALS		
							MCMC (\$15,000 limit/year)	OTHER (\$7,500 limit/year)	MCMC (\$15,000 limit/year)	OTHER (\$7,500 limit/year)	
				TOTALS							\$0.00

CASE#	VMDC	SUBMITTED FOR INITIAL APPROVAL	MEDICAL FACILITY	CLAIM	MEDICAID RATE	OTHER	APPLICANT INCARCERATED	INCOME LIMIT	GUIDELINES SATISFIED	REASON FOR DENIAL
2024-20		5/2/2024	York Canyon Dent	269.00						
2024-21		5/2/2024	York Canyon Dent	185.00			YES	N/A	YES	
2024-22		5/2/2024	York Canyon Dent	433.00			YES	N/A	YES	
2024-23		5/2/2024	Genotox	315.00			YES	N/A	YES	
2024-24		5/2/2024	MCMC	24,679.00			YES	N/A	YES	
2024-25		5/2/2024	MCMC	807.00			YES	N/A	YES	
2024-26		6/12/2024	MCMC	2,638.00			YES	N/A	YES	
2024-27		6/12/2024	MCMC	350.00			YES	N/A	YES	
				TOTALS	29,676.00					

CASE#	SHERIFF DETAINEE	SUBMITTED FOR INITIAL APPROVAL	MEDICAL FACILITY	CLAIM	MEDICAID RATE	OTHER	APPLICANT INCOME	INCOME LIMIT	GUIDELINES SATISFIED	REASON FOR DENIAL
				TOTALS						

CASE#	NEW APPLICANTS	SUBMITTED FOR INITIAL APPROVAL	MEDICAL FACILITY	CLAIM	MEDICAID RATE	OTHER	APPLICANT INCOME	INCOME LIMIT	GUIDELINES SATISFIED	REASON FOR DENIAL
				TOTALS						

CASE#	DENIED CLAIMS	SUBMITTED FOR INITIAL APPROVAL	MEDICAL FACILITY	CLAIM	MEDICAID RATE	OTHER	APPLICANT INCOME	INCOME LIMIT	GUIDELINES SATISFIED	REASON FOR DENIAL	
											MCMC
											THAT WAS REQUEST
				TOTALS							TOTALS

CASE#	CREMATION	INITIAL APPROVAL	FACILITY	CLAIM	RATE	OTHER	INCOME	LIMIT	SATISFIED	DENIAL
				TOTALS						

\$0.00 TOTALS

CLAIM OF EXEMPTION
COLFAX COUNTY
STATE OF NEW MEXICO

#12

Date: 6/4/24
Name of property owner(s): Maxwell Municipal Schools
Address: 411 ~~A~~ Borque Ave
City, State, and Zip Code: Maxwell, NM 87728
Telephone number(s): 575-375-3001

Legal Description:

Township: 27 North
Range: 22 East
Section: 25
Map: NM PM
Lands of (if applicable): _____
Tract(s): _____
or
Subdivision (if applicable): _____
Block: _____
Unit: _____
Lot(s): _____

Claim of Exemption Fee \$600 plus \$20 per lot

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

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

LEGAL DESCRIPTION TRACT VIII (A/P DOC# 201400231):

That certain tract of land described in a deed recorded in the Records of the Clerk of Colfax County in Deed Book 93 at page 150, and more particularly described as follows:

A tract of land in the Southeast quarter of Section 25, Township 27 North, Range 22 East, N.M.P.M., particularly described as follows: Commencing at an iron pin at the intersection of the North line of Kiowa Avenue with the West line of Sixth Street; thence North 89 degrees 57 minutes West 1531.17 feet; thence North 00 degrees 13 minutes 48 seconds West 1140 feet to the center of Section 25; thence South 89 degree 57 minutes East 2616.54 feet along the North side of the Southeast quarter of Section 25 to the West right of way line of present State Highway; thence South 00 degrees 03 minutes West 460.0 feet to iron pin at West right of way line of present State Highway; thence North 89 degrees 57 minutes West 628 feet; thence North 00 degrees 03 minutes West 80.0 feet; thence North 89 degrees 57 minutes West 460.0 feet; thence South 00 degrees 03 minutes West 760 feet to iron pin and place of beginning; and containing 51.6 acres, more or less... (omitted other tracts described in TRACT VIII - not part of survey)

LESS AND EXCEPTING THEREFROM THE FOLLOWING TRACTS AND PARCELS OF LAND, TO-WIT:

Tract A:

That certain tract of land described in a deed recorded in the Records of the Clerk of Colfax County in Deed Book 110 at page 444 and more particularly described as follows:

Commencing at the center of Section 25, Township 27 North, Range 22 East of the N.M.P.M. in Colfax County, New Mexico, thence South 89 degrees 57 minutes East, 2,616.54 feet along the North side of the Southeast quarter (SE/4) of said Section 25 to the West right-of-way line of the present State Highway, being the place of beginning and the Northeast corner of the tract herein described and conveyed; thence at right angles Southerly 460 feet to a an iron pin in the West right-of-way line of the present State Highway and the Southeast corner of the tract herein described and conveyed; thence at right angles Westerly 480 feet to a point and the Southwest corner of the tract herein described and conveyed; thence at right angles Northerly 460 feet to a point on the North side of the Southeast quarter (SE/4) of said Scion , and the Northwest corner of the tract herein describe and conveyed; thence Easterly at right angles 480 feet to the point and place of beginning, containing 5.68 acres of land more or less.

LEGAL DESCRIPTION (DONATED TRACT):

A tract of land in the Southeast quarter of Section 25, Township 27 North, Range 22 East, N.M.P.M., particularly described as follows:

Beginning at an 1/2" rebar with Aluminum Cap stamped "WEESE PLS24519" at the intersection of the North line of Kiowa Avenue with the West line of Sixth Street;
 Thence N89°45'57"W with the North line of Kiowa Avenue a distance 1520.0 feet to the West line of Tenth Street to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519";
 Thence N00°14'03"E with the extension of Tenth Street a distance of 429.87 feet to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519";
 Thence S89°45'57"E parallel with the North line of Kiowa Avenue a distance 1520.0 feet to the West line of Sixth Street to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519";
 Thence S00°14'03"W with the West line of Sixth Street a distance of 429.87 feet to the point and place of beginning.

Said tract containing 653402± sqft or 15.0± acres.

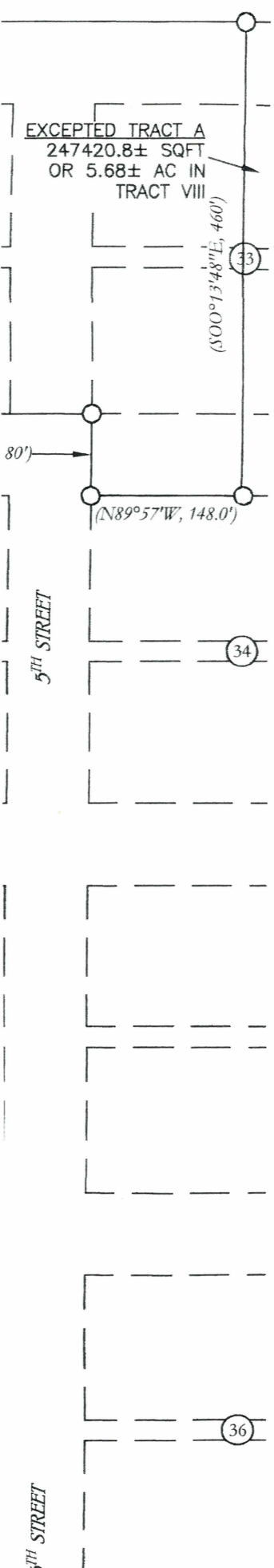
REFERENCES:

DOCUMENTS USED IN THE PREPARATION OF THIS PLAT AND SURVEY:

1. CORRECTED SPECIAL WARRANTY DEED FROM PENNY PERYATEL, PATRICIA A LINK AND DAVID LINK TO PERYATEL PROPERTIES, LLC, RECORDED 01/24/14, DOC# 201400231 OF RECORDS OF COLFAX COUNTY, NEW MEXICO.
2. AMENDED PLAT OF THE TOWN OF MAXWELL FORMALLY MAXWELL CITY, NEW MEXICO, BY SAWYER & GARSTIN ENGRS., RECORDED 2ND AUG, 1910 IN BOOK O OF MISCELLANEOUS PAGE 9 OF RECORDS OF COLFAX COUNTY, NEW MEXICO.
3. RIGHT-OF-WAY MAP OF INTERSTATE 25, PROJECT NO. I-025-6(12)423, DATED 9/25/1967 OF RECORDS OF NMDOT
4. RIGHT-OF-WAY MAP OF 3RD STREET & OLD HIGHWAY 85, PROJECT NO. F.A.P. 91-C(4), DATED 1-17-41 OF RECORDS OF NMDOT.

NOTICE:

- SUBJECT TO A COMPLETE TITLE SEARCH



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

1. the sale, lease or other conveyance of any parcel that is thirty-five acres or larger in size within any twelve-month period; provided that the land has been used primarily and continuously for agricultural purposes, in accordance with Section 736-20 NMSA 1978, for the preceding three years; ATTACH CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF PARCEL, AND ATTACH COPIES OF NOTICES OF ASSESSMENT FOR PREVIOUS THREE YEARS.
2. the sale or lease of apartments, offices, stores, or similar space within a building; ATTACH COPIES OF ALL PROPOSED SALE OR LEASE DOCUMENTS.
3. the division of land within the boundaries of a municipality.
4. the division of land in which only gas, oil, mineral or water rights are severed from the surface ownership of the land; ATTACH COPIES OF ALL PROPOSED CONVEYANCING DOCUMENTS
5. the division of land created by court order where the order creates no more than one parcel per party: ATTACH CERTIFIED COPY OF COURT ORDER.
6. the division of land for grazing or farming activities; provided the land continues to be used for grazing or farming activities; ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENTS AND DOCUMENTS RESTRICTING FUTURE USE TO GRAZING OR FARMING Activities. SUCH DOCUMENTS MUST CONTAIN A COVENANT RUNNING WITH THE LAND AND REVOCABLE ONLY BY MUTUAL CONSENT OF THE BOARD OF COUNTY COMMISSIONERS AND THE PROPERTY OWNER THAT THE DIVIDED LAND WILL BE SUED EXCLUSIVELY FOR GRAZING OR FARMING ACTIVITIES. THE COVENANT MUST BE SIGNED BY THE PROPERTY OWNER, THE BUYERS OR LESSEE, AND THE BOARD OF COUNTY COMMISSIONERS AND MUST BE FILED OF RECORD WITH THE COUNTY CLERK.
7. The division of land resulting only in the alteration of parcel boundaries where parcels are altered for the purpose of increasing or reducing the size of contiguous parcels and where the number of parcels is not increased; ATTACH CERTIFIED SURVEYS SHOWING ALL PARCELS AND PARCEL BOUNDARIES BEFORE AND AFTER PROPOSED ALTERATION.
8. The division of land to create burial plots in a cemetery.

9. The division of land to create a parcel that is sold or donated as a gift to an immediate family member; however, this exception shall be limited to allow the seller or donor to sell or give no more than one parcel per tract of land per immediate family member; As used herein the term "immediate family member" means a husband, wife, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, grandson, step grandson, granddaughter, step granddaughter, nephew and niece, whether related by natural birth or adoption. ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENT AND BIRTH CERTIFICATE, ADOPTION CERTIFICATE OR OTHER DOCUMENT DEMONSTRATING FAMILY RELATIONSHIP CLAIMED BAPTISMAL CERTIFICATES ARE NOT ACCEPTABLE DOCUMENTATION.
10. The division of land created to provide security for mortgages, liens, or deeds of trust; provided that the division of land is not the result of a seller financed transaction; ATTACH COPIES OF DOCUMENTS FROM LENDER CORROBORATING LOAN.
11. The sale, lease or other conveyance of land that creates no parcel smaller than one hundred forty (140) acres; ATTACH CERTIFIED SURVEY SHOWING LOCATION AND SIZE OF PARCEL
12. The division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from federal income tax, as described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended; school, college or other institution with a defined curriculum and a student body and faculty that conducts classes on a regular basis; or church or group organized for the purpose of divine worship, religious teaching or other specifically religious activity; ATTACH COPIES OF I.R.S. EXEMPTION LETTER, AND/OR DOCUMENTS DEMONSTRATING ENTITLEMENT SECTION STATUS or
13. The division of a tract of land into two parcels that conform with applicable zoning ordinances; provided that a second or subsequent division of either of the two parcels within five years of the date of the division of the original tract of land shall be subject to the provisions of the New Mexico Subdivision Act; provided further that a survey, and a deed if a parcel is subsequently conveyed, shall be filed with the county clerk indicating that the parcel shall be subject to the provisions of the New Mexico Subdivision Act if the parcel is further divided within five years of the date of the division of the original tract of land; ATTACH CERTIFIED SURVEYED SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED, ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL, DATES OF ALL DIVISIONS AND THE HOLDING PERIOD FOR ALL TRACTS.

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

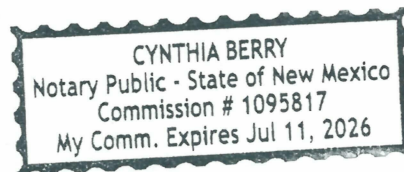
Signature _____

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

SUBSCRIBED AND SWORN to before me APRIL 16, 2024

on by

AMY ROBLE



Cynthia Berry
Notary Public

My commission expires: 07-11-2026

ACKNOWLEDGMENT OF NATURAL PERSONS

STATE OF NEW MEXICO)
)ss)
COUNTY OF COLFAX)

The foregoing instrument was acknowledged before me on _____
20 _____ by _____

Notary Public

My commission expires:

CORPORATE ACKNOWLEDGMENT

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

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

Notary Public

My commission expires:

FOR OFFICIAL USE ONLY

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

Board of Commissioners of
Colfax County, New Mexico

By: _____
Chairman

Date:

ATTEST:

Clerk for the Board

PROPERTY DONATION AGREEMENT

This PROPERTY DONATION AGREEMENT ("Agreement") is made by and between PERYATEL PROPERTIES, LLC, a New Mexico limited liability company, ("Donor") and the Board of Education for the MAXWELL MUNICIPAL SCHOOLS, the governing body of a public school district known as the Maxwell Municipal Schools located in Maxwell, New Mexico ("DONEE") with an effective date of December 14, 2023 ("Effective Date").

RECITALS

A. Donee requires approximately 15.00 acres of land situated in Colfax County in or around the Village of Maxwell, New Mexico to build a new public school and/or public school district facility for the education of students.

B. Donor has approximately 15.00 acres of situated in Colfax County in or around the Village of Maxwell, and it is willing to donate such land to Donee to construct a public school and/or public school district facility.

AGREEMENT

NOW, THEREFORE, based on the Recitals above and in consideration for the donation of the Property and the mutual agreements contained herein, Donor and Donee agree as follows:

1. **Recitals Incorporated.** The recitals set forth above are incorporated herein by reference, as if set out in full herein.

2. **Gift.** Donor shall convey the approximately 15.00 acres in Colfax County, New Mexico as generally described on Exhibit A attached hereto and incorporated herein by reference as if set out in full (the "Property") to the Donee subject to the terms of this Agreement. The Property does not include any oil, gas or other minerals or water rights.

The exact description of the Property will be revised in accordance with the survey to be conducted in accordance with paragraph 8 of this Agreement. Conveyance of the Property will be by Donation Deed in the form of Exhibit B attached hereto (the "Deed").

3. **Use of Property.** Donee shall utilize the Property to construct and operate a public school and/or public school district facility to be owned by Donee. Donee agrees to construct a fence along the boundary between the Property and Donor's adjacent property, which fence will be a minimum of six (6) feet tall and will be of commercial grade materials and of a design that will prevent movement by individuals or livestock between the Property and Donor's adjacent property. The obligations set forth in this paragraph will survive the conveyance of the Property by Donor to Donee.

4. **Reverter.** As set forth in the Deed, in the event construction of a public school or another public school district facility by Donee has not commenced prior to the date that is five (5) years after the date of recordation of the Deed in the office of the County Clerk of Colfax County, New Mexico (the "Recording Office"), all legal ownership of the Property will automatically revert to Donor. To carry out the intent of the immediately preceding sentence, as a condition to conveyance of the Property by Donor as provided in this Agreement, Donee will execute and deliver to Donor a quitclaim deed in the form of Exhibit C attached hereto (the "Quitclaim Deed"). Donor will hold the Quitclaim Deed in escrow and will record the Quitclaim Deed in the Recording Office only in the event the Property reverts to Donor as provided in this paragraph. In connection with any such reversion, Donee agrees to execute such other documents as are reasonably required to carry out the intent of the reversion described in this paragraph. In the event Donee satisfies the condition set forth in the Deed on or before the date set forth in the Deed, the Quitclaim Deed will be void and of no force or effect. The provisions of this paragraph will survive the conveyance of the Property by Donor to Donee.

5. **Utility Easements.** Donor and Donee will cooperate with each other upon reasonable request in connection with granting utility easements on the Donor's adjacent property or the Property, as applicable, at the expense of the party requesting the utility easement. The provisions of this paragraph will survive the conveyance of the Property by Donor to Donee.

6. **Development Agreements.**

- a. **Access.** To provide access to the Property, Donee, at its sole cost and expense, agrees to construct any necessary roads or streets in accordance with all applicable federal, State and local laws rules and regulations.
- b. **Utilities.** Donee, at its sole cost, expense and responsibility, will bring all utilities to the Property, including, but not limited to water, sewer, gas, electric and cable.

7. **Inspections.** For a period of one hundred eight days (180) after the date of this Agreement ("Inspection Period") Donor agrees to permit inspections of the Property by Donee and its appraisers, inspectors, surveyors, and other parties who will need access to the Property to review the Property and its condition to determine if the Property is suitable for Donee's intended uses. Donor agrees that Donee and its agents and contractors may conduct such activities and testing on the Property as Donee deems reasonably necessary and at Donee's sole cost and expense, including, but not limited to, boundary line and topographical surveys, Phase I environmental site assessments and such other engineering investigations and inspections as Donee may reasonably require. If any Phase I environmental site assessment reveals the presence of Hazardous Substances (as defined below) in, on or under the Property, Donee will promptly notify Donor, in which event Donor may immediately terminate this Agreement. Donee will not conduct any invasive testing of the Property without first obtaining Donor's prior written consent, which consent may be withheld by Donor in its sole discretion. As used herein, the term "Hazardous Substances" means and includes all hazardous or toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw

materials which include hazardous constituents, radon and urea formaldehyde), and any other similar substances or materials which are included or regulated by any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act, as amended the New Mexico Ground Water Protection Act, the New Mexico Solid Waste Act, the New Mexico Hazardous Waste Act, and the New Mexico Air Quality Control Act.

If for whatever reason, Donee desires not to accept the donation of the Property, Donee shall notify Donor in writing prior to the expiration of the Inspection Period. In the event the Closing contemplated hereby fails to occur for any reason whatsoever, Donee shall restore the Property to substantially the same condition existing prior to Donee's inspection and testing activities. Donee shall defend, indemnify and hold Donor harmless from any and all claims caused by, arising out of or resulting from any activity of Donee and its agents and contractors upon the Property. Notwithstanding anything to the contrary contained herein, this indemnity shall survive the termination of this Agreement.

8. **Survey.** Within the Inspection Period, Donee, at Donee's sole cost and expense, shall have a current ALTA Survey of the Property ("Survey") prepared by a registered surveyor licensed in the state of New Mexico, satisfactory to the Donee and Donor. The Survey will include a legal description and depiction and indicate the acreage of the Property and will identify all easements and other encumbrances affecting the Property. The Survey shall be certified to be accurate, complete and correct to Donee and Donor. Donee shall provide Donor with a copy of the Survey. The Parties will act in good faith to agree upon a final legal description for the Property.

If the Parties are unable to agree upon a final legal description for the Property prior to the end of the Inspection Period, this Agreement shall automatically terminate, and the Parties shall have no further obligations or liabilities to each other pursuant to this Agreement except to the extent this Agreement expressly states that an obligation herein shall survive such termination.

9. **Additional Agreements.**

a. **Closing Costs and Property Taxes.** The closing of the conveyance of the Property by Donor to Donee ("Closing") shall take place on or before June 30, 2024. Donee will be responsible for the payment of all closing costs and expenses other than Donor's attorney fees. Donor will be responsible for property taxes on the Property for the calendar year 2023.

b. **Indemnification.** Donor assumes no responsibility for any injuries, damages, or liabilities (including, but not limited to, attorneys' fees and costs) directly or indirectly resulting or arising from the use, development or maintenance of the Property after the Closing. Donee agrees to indemnify and hold harmless Donor

and all of its members, officers, representatives, and agents from and against any and all claims, liabilities, losses, and expenses (including, but not limited to, attorneys' fees and costs) directly or indirectly resulting or arising from the use, development or maintenance of the Property after the Closing.

- c. **Title and Title Insurance.** Donor and Donee acknowledge and agree that Donee will be acquiring the Property without a warranty of title. If Donee desires to obtain a title policy on the Property, Donee shall be responsible for the cost of such title policy, and in the event any title exceptions or requirements are noted related to a title examination, Donee shall decide for itself to what extent it will undertake, at its cost, any title curative actions related to such exceptions or requirements. Donor acknowledges and agrees that Donor shall assist in any title curative actions at Donee's sole cost and expense.
- d. **Condition of the Property.** Donee agrees to accept the Property in its current condition and acknowledges that Donor is making no representations or warranties as to the condition, environmental or otherwise, of the Property or the suitability of the Property for use for any particular purpose, including the purposes referred to in this Agreement.

10. **Other Warranties.** Donee warrants to Donor that the terms of this Agreement have been duly approved by the Board of Education for the Maxwell Municipal Schools and that Donee has authorized execution of this Agreement by its Superintendent. Donor warrants that it is authorized to donate the Property to the Donee and to execute this Agreement.

11. **Enforceability, Injunctive Relief, and Other Remedies.** This Agreement may be enforced by legal action by either party. In the event of a violation of the provisions of this Agreement, in addition to any other remedies provided under applicable law, the enforcing party shall be entitled to obtain an order specifically enforcing the performance of any provision of this Agreement or an injunction prohibiting any such violation. Donee and Donor hereby acknowledge the inadequacy of legal remedies and the irreparable harm that could be caused by any such violation and/or to relief by other available legal and equitable remedies from the consequences of such violation.

In the event a court of competent jurisdiction determines that any provision of this Agreement has been violated, any costs and expenses of any such proceeding incurred by the enforcing party to enforce this Agreement, including reasonable attorneys' fees, shall be paid by the party responsible for such violation. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law and in equity shall be available.

12. **Notices.** Unless notified in writing otherwise, any notices, requests, demands or other communications made pursuant to this Agreement shall be made as follows:

- a. To Donor:
Peryatel Properties, LLC
Attn: Patricia Link
223 N. Guadalupe Street PMB 306
Santa Fe, New Mexico 87501-1868

- b. To Donee:
Maxwell Municipal Schools
Attn: Amy Roble
Superintendent of Schools
Post Office Box 275
412 Parque Avenue
Maxwell, New Mexico 88728

13. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties concerning the matters referred to herein, and supersedes all prior oral and written agreements, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Agreement are for convenience only and do not define, limit, or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement. If any provision of this Agreement is judicially determined to be void or unenforceable, such provision shall be construed to be severable from the other provisions hereof, which shall retain full force and effect.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico.


15. **Provisions to Survive Closing.** Notwithstanding any other provision of this Agreement, all the provisions of this Agreement that require or provide for the performance or liability of either party hereto following the Closing will survive the Closing and the delivery of the Deed to the Donee.

Executed on the dates set forth below but effective for all purposes as of the Effective Date.

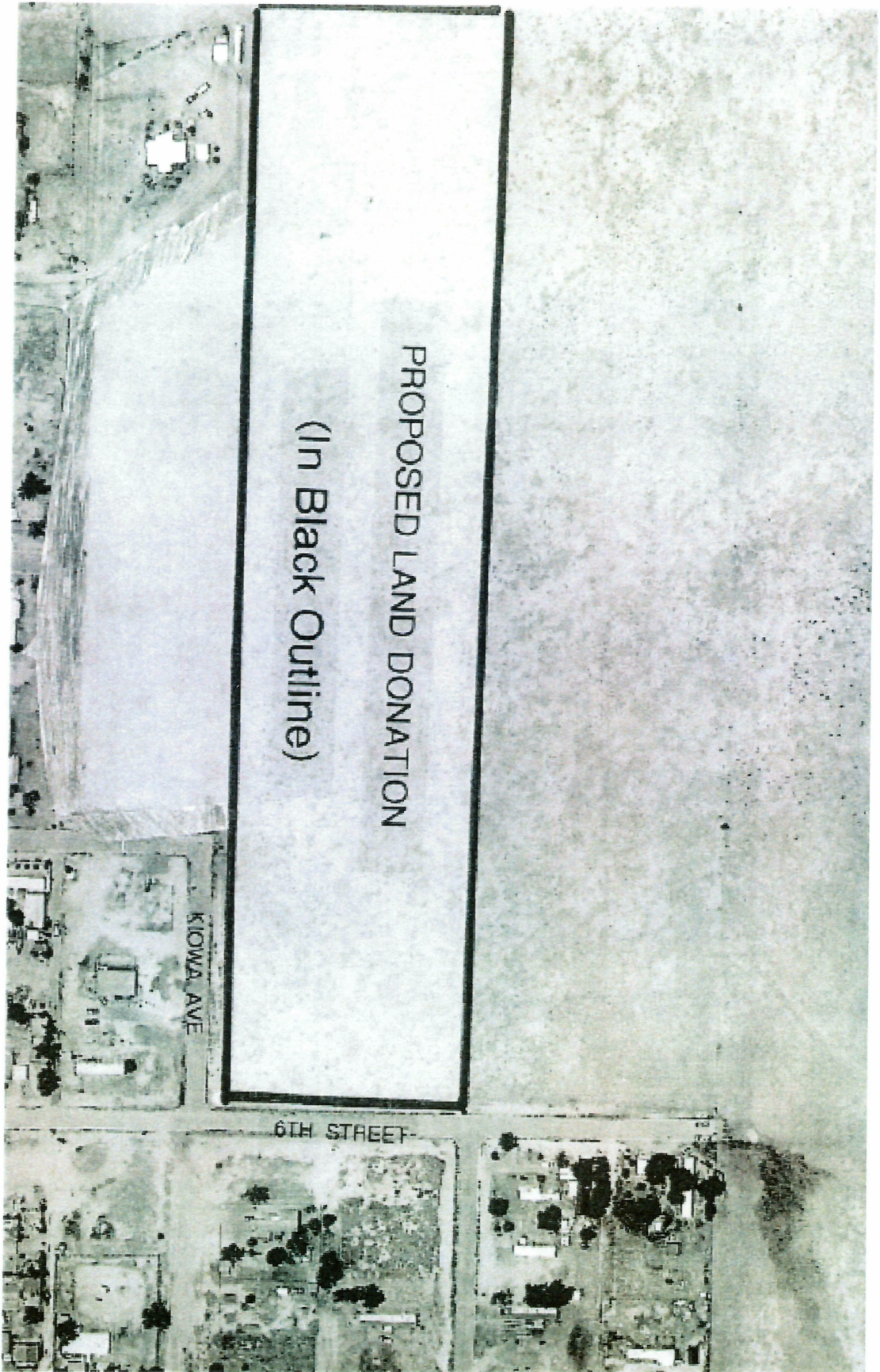
PERYATEL PROPERTIES, LLC, a New Mexico limited liability company

By: Penny Peryatel
Name: Penny Peryatel
Title: Co-Owner
By: Patricia Link
Name: PATRICIA LINK
Title: CO-OWNER
December 7, 2023

MAXWELL MUNICIPAL SCHOOLS

By: 
Name: Amy Roble
Title: Superintendent of Schools,
as representative and agent of the Board
of Education
December 21, 2023

**Exhibit A
PROPERTY**



PROPOSED LAND DONATION
(In Black Outline)

**EXHIBIT B
DONATION DEED**

Peryatel Properties, LLC, a New Mexico limited liability company (“Grantor”), as a gift, grants and conveys to the **Maxwell Municipal Schools** (“Grantee”), whose address is 412 Parque Avenue, Maxwell, New Mexico 88728, all its interest related to such property in and to the following described real estate situated in Colfax County, New Mexico (“Gifted Property”):

LEGAL DESCRIPTION OF PROPERTY TO BE INSERTED UPON COMPLETION OF THE SURVEY


together with all easements and appurtenances to the real estate in anywise appertaining or belonging thereto (collectively, the “Property”).


This Donation Deed is made without warranty of title, express or implied, but with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect of the interests granted herein or any part thereof. It is expressly understood and agreed that this conveyance is made subject to all exceptions, covenants, conditions, restrictions, reservations, rights and leases appearing of record and taxes for the year 2023.

In the event that construction of a public school or other public school facility to be owned and used by Grantee has not commenced on the date that is five (5) years after the date of this Donation Deed, the conveyance of title by this Donation Deed shall be null, void and of no effect and all legal ownership and title to the Property described in this Donation Deed shall immediately and automatically revert to Grantor.

EXECUTED on the dates set forth below.

PERYATELPROPERTIES, LLC,
a New Mexico limited liability company

By: 
Name: Penny Peryatel
Title: Co-owner

By: 
Name: PATRICIA LINK
Title: CO-OWNER

LEGAL DESCRIPTION TRACT VIII (A/P DOC# 201400231):

That certain tract of land described in a deed recorded in the Records of the Clerk of Colfax County in Deed Book 93 at page 150, and more particularly described as follows:

A tract of land in the Southeast quarter of Section 25, Township 27 North, Range 22 East, N.M.P.M., particularly described as follows: Commencing at an iron pin at the intersection of the North line of Kiowa Avenue with the West line of Sixth Street; thence North 89 degrees 57 minutes West 1531.17 feet; thence North 00 degrees 13 minutes 48 seconds West 1140 feet to the center of Section 25; thence South 89 degree 57 minutes East 2616.54 feet along the North side of the Southeast quarter of Section 25 to the West right of way line of present State Highway; thence South 00 degrees 03 minutes West 460.0 feet to iron pin at West right of way line of present State Highway; thence North 89 degrees 57 minutes West 628 feet; thence North 00 degrees 03 minutes West 80.0 feet; thence North 89 degrees 57 minutes West 460.0 feet; thence South 00 degrees 03 minutes West 760 feet to iron pin and place of beginning; and containing 51.6 acres, more or less... (omitted other tracts described in TRACT VIII - not part of survey)

LESS AND EXCEPTING THEREFROM THE FOLLOWING TRACTS AND PARCELS OF LAND, TO-WIT:

Tract A:

That certain tract of land described in a deed recorded in the Records of the Clerk of Colfax County in Deed Book 110 at page 444 and more particularly described as follows:

Commencing at the center of Section 25, Township 27 North, Range 22 East of the N.M.P.M. in Colfax County, New Mexico, thence South 89 degrees 57 minutes East, 2,616.54 feet along the North side of the Southeast quarter (SE/4) of said Section 25 to the West right-of-way line of the present State Highway, being the place of beginning and the Northeast corner of the tract herein described and conveyed; thence at right angles Southerly 460 feet to an iron pin in the West right-of-way line of the present State Highway and the Southeast corner of the tract herein described and conveyed; thence at right angles Westerly 480 feet to a point and the Southwest corner of the tract herein described and conveyed; thence at right angles Northerly 460 feet to a point on the North side of the Southeast quarter (SE/4) of said Scion, and the Northwest corner of the tract herein describe and conveyed; thence Easterly at right angles 480 feet to the point and place of beginning, containing 5.68 acres of land more or less.

LEGAL DESCRIPTION (DONATED TRACT):

A tract of land in the Southeast quarter of Section 25, Township 27 North, Range 22 East, N.M.P.M., particularly described as follows:

Beginning at an 1/2" rebar with Aluminum Cap stamped "WEESE PLS24519" at the intersection of the North line of Kiowa Avenue with the West line of Sixth Street;
Thence N89°45'57"W with the North line of Kiowa Avenue a distance 1520.0 feet to the West line of Tenth Street to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519";
Thence N00°14'03"E with the extension of Tenth Street a distance of 429.87 feet to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519";
Thence S89°45'57"E parallel with the North line of Kiowa Avenue a distance 1520.0 feet to the West line of Sixth Street to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519";
Thence S00°14'03"W with the West line of Sixth Street a distance of 429.87 feet to the point and place of beginning.

Said tract containing 653402± sqft or 15.0± acres.

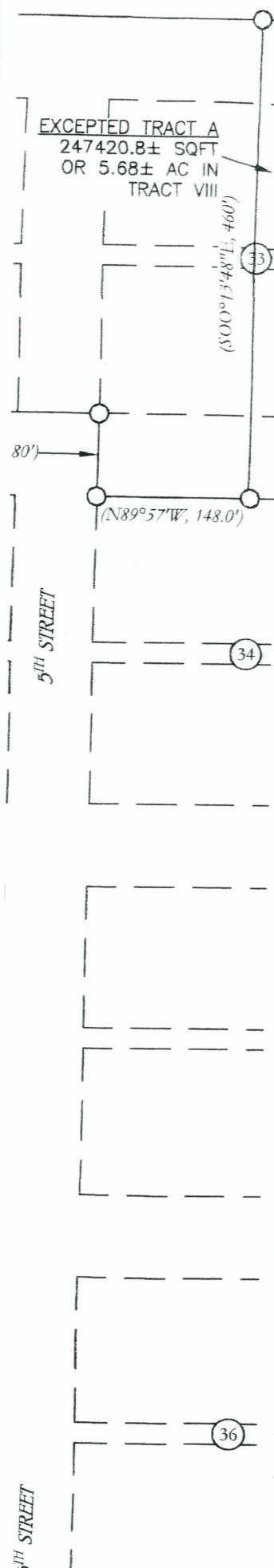
REFERENCES:

DOCUMENTS USED IN THE PREPARATION OF THIS PLAT AND SURVEY:

1. CORRECTED SPECIAL WARRANTY DEED FROM PENNY PERYATEL, PATRICIA A LINK AND DAVID LINK TO PERYATEL PROPERTIES, LLC, RECORDED 01/24/14, DOC# 201400231 OF RECORDS OF COLFAX COUNTY, NEW MEXICO.
2. AMENDED PLAT OF THE TOWN OF MAXWELL FORMALLY MAXWELL CITY, NEW MEXICO, BY SAWYER & GARSTIN ENGRS., RECORDED 2ND AUG, 1910 IN BOOK 0 OF MISCELLANEOUS PAGE 9 OF RECORDS OF COLFAX COUNTY, NEW MEXICO.
3. RIGHT-OF-WAY MAP OF INTERSTATE 25, PROJECT NO. I-025-6(12)423, DATED 9/25/1967 OF RECORDS OF NMDOT
4. RIGHT-OF-WAY MAP OF 3RD STREET & OLD HIGHWAY 85, PROJECT NO. F.A.P. 91-C(4), DATED 1-17-41 OF RECORDS OF NMDOT.

NOTICE:

- SUBJECT TO A COMPLETE TITLE SEARCH

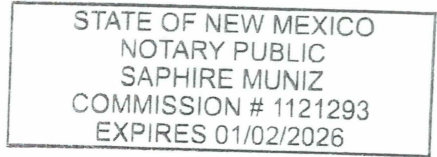


STATE OF NEW MEXICO)
) SS.
COUNTY OF COLFAX)

This record was acknowledged before me on the 7th day of December, 2023, by Patricia Link Penny Peryatel of Peryatel Properties, LLC, a New Mexico limited liability company.

[Signature]
Notary Public

My Commission Expires:
01/02/2026



Accepted and Agreed to this 21 day of December, 2023.

Maxwell Municipal Schools

By: [Signature]
Name: Amy Roble
Title: Superintendent of Schools,
as representative and agent of the Board
of Education

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

This record was acknowledged before me on the 21st day of DECEMBER, 2023, by AMY ROBIE, as Superintendent of Schools, and as representative and agent of the Board of Education for the Maxwell Municipal Schools.

[Signature]
Notary Public

My Commission Expires:
07-11-26

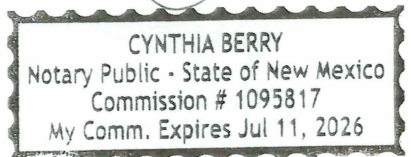


EXHIBIT C

QUITCLAIM DEED


Maxwell Municipal Schools quitclaims to **Peryatel Properties, LLC**, a New Mexico limited liability company, whose address is 223 N. Guadalupe Street PMB 306, Santa Fe, New Mexico 87501-1868, the following described real property located in Colfax County, New Mexico:

LEGAL DESCRIPTION OF PROPERTY TO BE INSERTED UPON COMPLETION OF THE SURVEY

together with all easements and appurtenances to the real estate in anywise appertaining or belonging thereto.

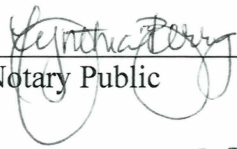
EXECUTED on the date set forth below.

Maxwell Municipal Schools

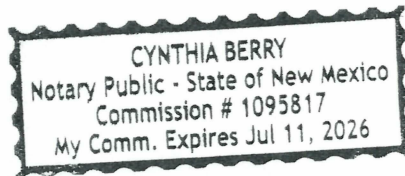
By: 
Name: Amy Roble
Title: Superintendent of Schools,
as representative and agent of the Board
of Education

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

This record was acknowledged before me on the 21st day of DECEMBER, 2023, by AMY ROBIE, as Superintendent of Schools, and as representative and agent of the Board of Education for the Maxwell Municipal Schools.


Notary Public

My Commission Expires:
07-11-26



LEGAL DESCRIPTION TRACT VIII (A/P DOC# 201400231):

That certain tract of land described in a deed recorded in the Records of the Clerk of Colfax County in Deed Book 93 at page 150, and more particularly described as follows:

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LEGAL DESCRIPTION (DONATED TRACT):

A tract of land in the Southeast quarter of Section 25, Township 27 North, Range 22 East, N.M.P.M., particularly described as follows:

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Thence N00°14'03"E with the extension of Tenth Street a distance of 429.87 feet to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519";
Thence S89°45'57"E parallel with the North line of Kiowa Avenue a distance 1520.0 feet to the West line of Sixth Street to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519";
Thence S00°14'03"W with the West line of Sixth Street a distance of 429.87 feet to the point and place of beginning.

Said tract containing 653402± sqft or 15.0± acres.

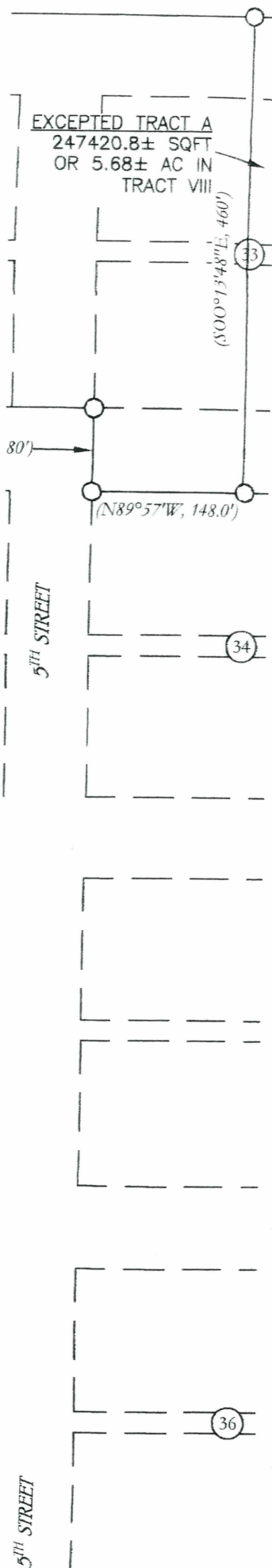
REFERENCES:

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4. RIGHT-OF-WAY MAP OF 3RD STREET & OLD HIGHWAY 85, PROJECT NO. F.A.P. 91-C(4), DATED 1-17-41 OF RECORDS OF NMDOT.

NOTICE:

- SUBJECT TO A COMPLETE TITLE SEARCH



EXCEPTED TRACT A
247420.8± SQFT
OR 5.68± AC IN
TRACT VIII

(S00°13'48\"/>

33

80'

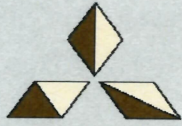
(N89°57'W, 148.0')

5TH STREET

34

5TH STREET

36



- Enter
- Update
- Prior Bill
- Next Bill
- Property Description
- Scan/View
- Cancel
- Return
- Tax History

Bill# 2023 0012736 Own# 0203310 Dist 26 0 Fin# 000

Next Bill
Previous Bill 2022-0012736

PERVATEL PROPERTIES LLC (ETAL)
 223 N GUADALUPE #306
 SANTA FE NM 87501
 Property # 1 131 162 132 363
 REFERENCE ID # R019508
 S: 0 T: 27N R: 22E UPC
 1131162132363 LAND 1 LESS
 DB145-P404 H/W 10.523
 ACRES S: 0 T: 27N R: 23E
 UPC 1131162132363 LAND 2

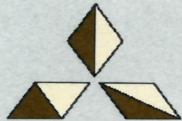
Last Pymt 4/22/2024 2023-0003613N

	First Half	Second Half
Un-Paid	.00	.00
Interest		
Penalty		
Cost		
Half due	.00	.00
Current Tax Due		.00
Prior Taxes Due		
Total taxes Due		.00

TAXES	TAX-DESC	Livestock	# HEAD	N/R-VALUE
270.03	RESIDENTL NON-RES CATTLE SHEEP GOATS EQUINES DAIRY SWINE	CHEK Sheep Goats EqCam Dairy Swine Bison Ratit		
	BISM/ALP RATITES			
54.29	HOSPITAL			
38.33	VOC TECH ROAD			
75.49	A.F. PID VERM-B NON-REND ADM-FEE			
438.14 Original Tax				
	BES-VALUE			N/R-VALUE
		Cen		
		Lnd		32925
		Imp		5400
		P-P		
		MH		
		0 Ful		38325
		0 Txb		12775
		Fam		
		Vet		
		Oth		
		0 Exm		0
		0 Net		12775

Payment type

Treasurer's Maintenance



- ◆ Enter
- ◆ Update
- ◆ Prior Bill
- ◆ Next Bill
- ◆ Property Description
- ◆ Scan/View
- ◆ Cancel
- ◆ Return
- ◆ Tax History

Bill# 2023 0012737 Own# 0000220 Dist 03 I Fin# 000

Next Bill
Previous Bill 2022-0012737

PERVATEL PROPERTIES, LLC
P O BOX 987
RATON NM 87740

Property# 1 109 159 258 099

REFERENCE ID # R000697
SUBD: 0 T CIMARRON LOT:
17 BLOCK: 36 UPC
1109159258099 LAND 1 SUBD:
0 T CIMARRON LOT: 18
BLOCK: 36 UPC

Last Pymt 4/22/2024 2023-0003610N

	First Half	Second Half
Un-Paid	.00	.00
Interest		
Penalty		
Cost		
Half due	.00	.00
Current Tax Due		.00
Prior Taxes Due		
Total taxes Due		.00

TAXES	TAX-DESC	Livestock	# HEAD	N/R-VALUE
620.83	RESIDENTL	ChEk		
	NON-RES	Sheep		
	CATTLE	Goats		
	SHEEP	EqCam		
	GOATS	Dairy		
	EQUINES	Swine		
	DAIRY	Bison		
	SWINE	Ratit		
	BISM/ALP			
	RATITES			
120.64	HOSPITAL			
	VOC TECH			
	ROAD			
	A.F. PID			
	WTR DIST			
	NON-REND			
	ADM-FEE			
741.47 Original Tax				

BES-VALUE	N/R-VALUE
12147 Cen	
73011 Lnd	
	Imp
	PP
	MH
85158 Ful	0
28386 Txb	0
	Fam
	Vet
	Oth
0 Exm	0
28386 Net	0

Payment Type

Treasurer's Maintenance



Bill# 2023 0012738 Own# 0987655 Dist 11 I Fin# 000

Next Bill
Previous Bill 2022-0012738

PERVATEL PROPERTIES, LLC
P O BOX 987
RATON NM 87740 0308

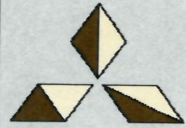
Property # 1 135 184 244 221
REFERENCE ID # R011510
SUBD: FAIRVIEW ADDITION -
IN LOT: 2 BLOCK: 8 UPC
1135184244221 LAND 1
(RACQUET CLUB APTS)
01360 S 2ND ST

Last Pymt	4/22/2024	2023-0003611N
	First Half	Second Half
Un-Paid	.00	.00
Interest		
Penalty		
Cost		
Half due	.00	.00
Current Tax Due		.00
Prior Taxes Due		
Total taxes Due		.00

TAXES	TAX-DESC	Livestock	# HEAD	N/R-VALUE
2479.59	RESIDNTL	CtlEk		
	NON-RES	Sheep		
	CATTLE	Goats		
	SHEEP	EqCam		
	GOATS	Dairy		
	EQUINES	Swine		
	DAIRY	Bison		
	SWINE	Retit		
	BISN/ALP	RES-VALUE		N/R-VALUE
	RATITES			
	HOSPITAL	Cen		79560
	VOC TECH	Lnd		202275
	ROAD	Imp		
		PP		
		MH		
		0 Ful		281835
		0 Txb		93945
	A. F. PID	Fam		
	WTR DIST	Vet		
	NON-REND	Oth		
	ADM-FEE	0 Exm		0
2479.59 Original Tax		0 Net		93945

- ◆ Enter
- ◆ Update
- ◆ Prior Bill
- ◆ Next Bill
- ◆ Property Description
- ◆ Scan/View
- ◆ Cancel
- ◆ Return
- ◆ Tax History

Treasurer's Maintenance



- ◆ Enter
- ◆ Update
- ◆ Prior Bill
- ◆ Next Bill
- ◆ Property Description
- ◆ Scan/View
- ◆ Cancel
- ◆ Return
- ◆ Tax History

Bill# 2023 0012739 Own# 0992721 Dist 11 I Fin# 000

Next Bill
Previous Bill 2022-0012739

PERYATEL PROPERTIES, LLC
P O BOX 987
RATON NM 87740

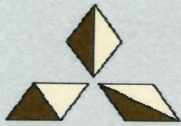
Property# 1 135 185 268 071
REFERENCE ID # C016781
SUBD: ORRIS SUBDIVISION
LOT: 7 BLOCK: 3 UPC
1135185268071 LAND 1 SUBD:
ORRIS SUBDIVISION LOT: 12
BLOCK: 3 UPC 1135185268071

Last Pymt	4/22/2024	2023-0003612N
	First Half	Second Half
Un-Paid	.00	.00
Interest		
Penalty		
Cost		
Half due	.00	.00
Current Tax Due		.00
Prior Taxes Due		.00
Total taxes Due		.00

TAXES	TAX-DESC	Livestock	# HEAD	N/R-VALUE
48.78	RESIDENTL	CHEK		
	NON-RES	Sheep		
	CATTLE	Goats		
	SHEEP	EqCam		
	GOATS	Dairy		
	EQUINES	Swine		
	DAIRY	Bison		
	SWINE	Ratit		
	BISM/ALP			
	RATITES			
	HOSPITAL			
	VOC TECH			
	ROAD			
	A. F. PID			
	WTR DIST			
	NON-REND			
	ADM-FEE			
48.78 Original Tax				

BES-VALUE	N/R-VALUE
	5544
	1848
	0
	1848

Treasurer's Maintenance



- ◆ Enter
- ◆ Update
- ◆ Prior Bill
- ◆ Next Bill
- ◆ Property Description
- ◆ Scan/View
- ◆ Cancel
- ◆ Return
- ◆ Tax History

Bill# 2023 0012740 Own# 0995952 Dist 11 I Fin# 000

Next Bill
Previous Bill 2022-0012740

PERVATEL PROPERTIES, LLC
P O BOX 987
RATON NM 87740

Property # 1 135 185 288 071

REFERENCE ID # R023189
SUBD: ORRIS SUBDIVISION
LOT: 7 BLOCK: 3 UPC
1135185288071 LAND 1 SUBD:
ORRIS SUBDIVISION LOT: 12
BLOCK: 3 UPC 1135185288071

Last Pymt		4/22/2024	2023-0003609N
	Un-Paid	First Half	Second Half
Interest		.00	.00
Penalty			
Cost			
Half due		.00	.00
	Current Tax Due		.00
	Prior Taxes Due		
	Total taxes Due		.00

TAXES	TAX-DESC	Livestock	# HEAD	N/R-VALUE
1420.89	RESIDENTL	CtiEk		
	NON-RES	Sheep		
	CATTLE	Goats		
	SHEEP	EqCam		
	GOATS	Dairy		
	EQUINES	Swine		
	DAIRY	Bison		
	SWINE	Rotit		
	BISN/ALP			
	RATITES			
	HOSPITAL			
	VOC TECH			
	ROAD			
	A. F. PID			
	WTR DIST			
	NON-REND			
	ADM-FEE			

RES-VALUE	N/R-VALUE
	Cen
	Lnd
	Imp
	PP
	MH
	0 Ful
	0 Txb
	Fem
	Vet
	Oth
	0 Exm
	0 Net

1420.89 Original Tax

		13449
		148053
		161502
		53834
		0
		53834

LEGAL DESCRIPTION TRACT VIII (A/P, DOC# 201400231):

That certain block of land described in a deed recorded in the Records of the Clerk of Colfax County in Deed Book 93 at page 150, and more particularly described as follows:

A tract of land in the Southeast quarter of Section 25, Township 27 North, Range 22 East, the Northwest quarter of Section 25, Township 27 North, Range 22 East, the intersection of the North line of Kiowa Avenue with the West line of Sixth Street, thence North 89 degrees 00 minutes West 247.40± SOFT, thence North 89 degrees 00 minutes West 13 minutes 48 seconds West along the North side of the Southeast quarter of Section 25 to the West line of Kiowa Avenue, thence North 89 degrees 00 minutes West 460.0 feet to iron pin at present State Highway, thence South 03 degrees 03 minutes West 460.0 feet to iron pin at present State Highway, thence South 03 degrees 03 minutes West 80.0 feet; thence North 89 degrees 00 minutes West 80.0 feet; thence North 89 degrees 03 minutes West 760.0 feet to iron pin and place of beginning; and containing 51.6 acres, more or less... (omitted other tracts described in TRACT VIII - not part of survey)

LESS AND EXCEPTING THEREFROM THE FOLLOWING TRACTS AND PARCELS OF LAND, TO-WIT:

TRACT A:

That certain tract of land described in a deed recorded in the Records of the Clerk of Colfax County in Deed Book 110 at page 444, and more particularly described as follows:

Commencing at the center of Section 25, Township 27 North, Range 22 East of the N.M.P.M. in the Southeast quarter (SE/4) of said Section 25, thence North 89 degrees 00 minutes West 247.40± SOFT, thence North 89 degrees 00 minutes West 13 minutes 48 seconds West along the North side of the Southeast quarter (SE/4) of said Section 25 to the West line of Kiowa Avenue, thence North 89 degrees 00 minutes West 460.0 feet to iron pin at present State Highway, thence South 03 degrees 03 minutes West 460.0 feet to iron pin at present State Highway, thence South 03 degrees 03 minutes West 80.0 feet; thence North 89 degrees 00 minutes West 80.0 feet; thence North 89 degrees 03 minutes West 760.0 feet to iron pin and place of beginning; and containing 51.6 acres, more or less... (omitted other tracts described in TRACT VIII - not part of survey)

LEGAL DESCRIPTION (DONATED TRACT):

A tract of land in the Southeast quarter of Section 25, Township 27 North, Range 22 East, N.M.P.M., particularly described as follows:

Beginning on a 1/2" rebar with Aluminum Cap stamped "WEESE PLS24519" at the intersection of the West line of Kiowa Avenue with the West line of Sixth Street, thence North 89 degrees 45' 57" W with the North line of Kiowa Avenue a distance 1520.00 feet to the West line of Tenth Street to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519"; thence North 00° 14' 03" E with the extension of Tenth Street a distance of 429.87 feet to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519"; thence North 89° 45' 57" W parallel with the North line of Kiowa Avenue a distance 1520.00 feet to the West line of Sixth Street to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519"; thence South 00° 14' 03" W with the West line of Sixth Street a distance of 429.87 feet to the point and place of beginning.

Solid tract containing 653402± sqft or 15.0± acres.

REFERENCES:

- 1. CORRECTED SPECIAL WARRANTY DEED FROM PENNY PERVADEL, PATRICIA A LUK AND DAVID LUK TO PERVADEL, LLC, RECORDED 07/24/14, DOC# 201400231 OF RECORDS OF COLFAX COUNTY, NEW MEXICO.
- 2. AMENDED PLAT OF THE TOWN OF MAXWELL FORMALLY MAXWELL CITY, NEW MEXICO, BY SAWYER & GARSTIN ENGINEERS, RECORDED 2ND AUG, 1910 IN BOOK 0 OF MISCELLANEOUS PAGE 9 OF RECORDS OF COLFAX COUNTY, NEW MEXICO.
- 3. RECORDS OF NMDOT INTERSTATE 25, PROJECT NO. 1-025-(612)433, DATED 9/25/1987 OF RIGHT-OF-WAY MAP OF 3RD STREET & OLD HIGHWAY 85, PROJECT NO. F.A.P. 91-(C-0), DATED 1-17-41 OF RECORDS OF NMDOT.

NOTICE:

- SUBJECT TO A COMPLETE TITLE SEARCH
- NOTE:
 - PARCEL NO. 1-131-182-132-305
 - ALL BEARINGS ARE TRUE AND BASED ON NAD 83 STATE PLANE COORDINATE SYSTEM

NOTE: THIS PLAT IS NOT A DIVISION OF PROPERTY BY AN EXCEPTION TO THE SUBDIVISION REGULATIONS OF COLFAX COUNTY.

SEE COLFAX COUNTY SUBDIVISION ORDINANCE NO: 2013-01 AS FILED 01/10/2014, DOC# 201400062, UNDER ARTICLE 2. DEFINITIONS PART M, NO 12 -

"12] The division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from the federal income tax, as described in section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended; school, college or other institution with a defined curriculum and a student body and faculty that conducts classes on a regular basis, or church or group organized for the purpose of divine worship, religious teaching or other specifically religious activity.

PROVED BY THE: (COLFAX COUNTY BOARD OF COMMISSIONERS)

DAY OF _____ 2024

CHARMAN _____ COUNTY CLERK

COMMISSIONER _____

COMMISSIONER _____

ATTEST: _____

I, Scott Weese, New Mexico Professional Surveyor No. 24618, do hereby certify that this Boundary Survey Plat and the actual survey and upon which it is based were performed by me or under my direct supervision; that I am responsible for this survey; that this is the Minimum Standards for Surveying in New Mexico, and that it is true and correct to the best of my knowledge.

Scott Weese, NMPLS 24618

9 Nov 2024 DATE



INDEXING INFORMATION FOR COUNTY CLERK
OWNER OF TRACT: PERVADEL, PERVADEL PROPERTIES
LOCATION: SEC 25, T 27 N, R 22 E, N 1

BOUNDARY SURVEY PL
15.0± ACRES
PERVADEL DONATED TRACT
Maxwell
Colfax County
SCALE: 1" = 150'
DATE: MAR 2024

Field Work Completed: MAR 2024

SHIELDS SURVEY Ltd. Co.

619 South 2nd Street
P.O. Box 639
Raton, New Mexico 87740
Phone: 445-1232 Fax: 445-3648

Transaction Receipt
Print Date: 06/13/2024 08:41:53 AM
Transaction #349744
Transaction Type: Misc Transactions
Receipt #24192734
Cashier: Jackie Ortiz
Cashier Date: 06/13/2024 08:41:53 AM

Rayetta M. Trujillo
Colfax County Clerk and Recorder
P.O. Box 159
Raton, NM 87740
(575) 445-5551

Number of Documents:

Total Fees:

\$600.00

Payment Received:

Check #34471

\$600.00

Change

\$0.00

Presented by:

MAXWELL MUICIPAL SCHOOLS



445

25

CLAIM OF EXEMPTION
COLFAX COUNTY
STATE OF NEW MEXICO

Date: 6/6/2024
Name of property owner(s): Cross Diamond Cattle Co, LLC # 7
Address: 35500 Hwy 64-87
City, State, and Zip Code: Raton, NMex 87740 445
Telephone number(s): 575-207-7629 Cell / 575-~~207~~-3109 Home

Legal Description:

Township: 30 N,
Range: 25 E of the NMPM
Section: ~~7, 8, 17, 18~~ Sections 4, 8, & 9
Map: Plat for Boundary Line Adjustment Petrini/Cross Diamond
Lands of (if applicable): _____
Tract(s): _____
or
Subdivision (if applicable): _____
Block: _____
Unit: _____
Lot(s): _____

Claim of Exemption Fee \$600 plus \$20 per lot

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

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

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

1. the sale, lease or other conveyance of any parcel that is thirty-five acres or larger in Size within any twelve-month period; provided that the land has been used primarily and continuously for agricultural purposes, in accordance with Section 736-20 NMSA 1978, for the preceding three years; ATTACH CERTIFIED SURVEY SHOWING SIZE AND LOCATION OF PARCEL, AND ATTACH COPIES OF NOTICES OF ASSESSMENT FOR PREVIOUS THREE YEARS.
2. the sale or lease of apartments, offices, stores, or similar space within a building; ATTACH COPIES OF ALL PROPOSED SALE OR LEASE DOCUMENTS.
3. the division of land within the boundaries of a municipality.
4. the division of land in which only gas, oil, mineral or water rights are severed from the surface ownership of the land; ATTACH COPIES OF ALL PROPOSED CONVEYANCING DOCUMENTS
5. the division of land created by court order where the order creates no more than one parcel per party: ATTACH CERTIFIED COPY OF COURT ORDER.
6. the division of land for grazing or farming activities; provided the land continues to be used for grazing or farming activities; ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENTS AND DOCUMENTS RESTRICTING FUTURE USE TO GRAZING OR FARMING Activities. SUCH DOCUMENTS MUST CONTAIN A COVENANT RUNNING WITH THE LAND AND REVOCABLE ONLY BY MUTUAL CONSENT OF THE BOARD OF COUNTY COMMISSIONERS AND THE PROPERTY OWNER THAT THE DIVIDED LAND WILL BE SUED EXCLUSIVELY FOR GRAZING OR FARMING ACTIVITIES. THE COVENANT MUST BE SIGNED BY THE PROPERTY OWNER, THE BUYERS OR LESSEE, AND THE BOARD OF COUNTY COMMISSIONERS AND MUST BE FILED OF RECORD WITH THE COUNTY CLERK.
7. The division of land resulting only in the alteration of parcel boundaries where parcels are altered for the purpose of increasing or reducing the size of contiguous parcels and where the number of parcels is not increased; ATTACH CERTIFIED SURVEYS SHOWING ALL PARCELS AND PARCEL BOUNDARIES BEFORE AND AFTER PROPOSED ALTERATION.
8. The division of land to create burial plots in a cemetery.

9. The division of land to create a parcel that is sold or donated as a gift to an immediate family member; however, this exception shall be limited to allow the seller or donor to sell or give no more than one parcel per tract of land per immediate family member; As used herein the term "immediate family member" means a husband, wife, father, stepfather, mother, stepmother, brother, stepbrother, sister, stepsister, son, stepson, daughter, stepdaughter, grandson, step grandson, granddaughter, step granddaughter, nephew and niece, whether related by natural birth or adoption. ATTACH COPY OF PROPOSED CONVEYANCING DOCUMENT AND BIRTH CERTIFICATE, ADOPTION CERTIFICATE OR OTHER DOCUMENT DEMONSTRATING FAMILY RELATIONSHIP CLAIMED BAPTISMAL CERTIFICATES ARE NOT ACCEPTABLE DOCUMENTATION.
10. The division of land created to provide security for mortgages, liens, or deeds of trust; provided that the division of land is not the result of a seller financed transaction; ATTACH COPIES OF DOCUMENTS FROM LENDER CORROBORATING LOAN.
11. The sale, lease or other conveyance of land that creates no parcel smaller than one hundred forty (140) acres; ATTACH CERTIFIED SURVEY SHOWING LOCATION AND SIZE OF PARCEL
12. The division of land to create a parcel that is donated to any trust or nonprofit corporation granted an exemption from federal income tax, as described in Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended; school, college or other institution with a defined curriculum and a student body and faculty that conducts classes on a regular basis; or church or group organized for the purpose of divine worship, religious teaching or other specifically religious activity; ATTACH COPIES OF I.R.S. EXEMPTION LETTER, AND/OR DOCUMENTS DEMONSTRATING ENTITLEMENT SECTION STATUS or
13. The division of a tract of land into two parcels that conform with applicable zoning ordinances; provided that a second or subsequent division of either of the two parcels within five years of the date of the division of the original tract of land shall be subject to the provisions of the New Mexico Subdivision Act; provided further that a survey, and a deed if a parcel is subsequently conveyed, shall be filed with the county clerk indicating that the parcel shall be subject to the provisions of the New Mexico Subdivision Act if the parcel is further divided within five years of the date of the division of the original tract of land; ATTACH CERTIFIED SURVEYED SHOWING SIZE AND LOCATION OF ORIGINAL TRACT, PARCEL PROPOSED TO BE DIVIDED, ANY PARCELS PREVIOUSLY DIVIDED FROM THE ORIGINAL PARCEL, DATES OF ALL DIVISIONS AND THE HOLDING PERIOD FOR ALL TRACTS.

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

Signature [Handwritten Signature]

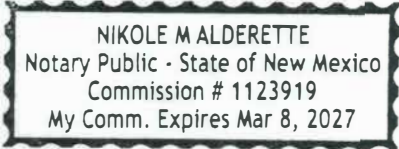
COUNTY OF COLFAX)
)SS.
STATE OF NEW MEXICO)

SUBSCRIBED AND SWORN to before me on 11th June
20 24 by Bridgette Marie Petrine

[Handwritten Signature: Nikole M Alderette]
Notary Public

My commission expires: 3/8/27

ACKNOWLEDGMENT OF NATURAL PERSONS
STATE OF NEW MEXICO)
)SS.
COUNTY OF COLFAX)



The forgoing instrument was acknowledged before me on _____
20 _____ by _____

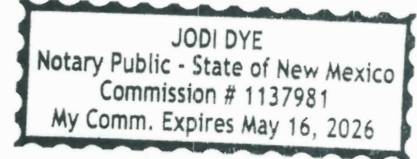
Notary Public

My commission expires: _____

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

Signature Loreta J. Butler, General Manager

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



SUBSCRIBED AND SWORN to before me on June 6
20 24 by Loreta J. Butler

Jodi Dye
Notary Public

My commission expires: may 16, 2026

ACKNOWLEDGMENT OF NATURAL PERSONS

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

The forgoing instrument was acknowledged before me on _____,
20 _____ by _____

Notary Public

My commission expires: _____

CORPORATE ACKNOWLEDGMENT

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

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

Notary Public

My commission expires:

FOR OFFICIAL USE ONLY

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

Board of Commissioners of
Colfax County, New Mexico

By: _____
Chairman

Date:

ATTEST:

Clerk for the Board

LEGAL DESCRIPTION: (Cross Diamond TO Petrini)

A tract of land being in Sections 4, 8 & 9 of Township 30 North, Range 25 East of the N.M.P.M. and being more particularly described as follows:

Commencing at the established Section Corner for Sections 7, 8, 17 & 18 marked with a 1/2" rebar with aluminum cap stamped "WEESE 7,8,17,18 PLS24519", Thence S89°36'56"E along the Section Line between 8 & 17 a distance of 150.91 feet to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519" and the Point of Beginning,

Thence N20°22'35"E a distance of 39.85' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519" at a fence corner,

Thence N38°42'27"E with the existing fence a distance of 2103.41' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence S81°09'16"E with the existing fence a distance of 470.90' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence N70°48'16"E with the existing fence a distance of 1083.94' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence S76°53'28"E with the existing fence a distance of 781.10' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence S85°05'31"E with the existing fence a distance of 940.63' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence S79°35'31"E with the existing fence a distance of 640.95' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence S20°24'53"W a distance of 93.50' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence S55°14'05"E a distance of 394.23' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence N89°55'31"E a distance of 69.86' to 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence N38°39'22"E a distance of 1044.53' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519"

Thence N09°24'56"E a distance of 1994.30' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519"

Thence N23°43'24"W a distance of 215.16' to fence corner marked by a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence N70°29'30"W along an existing fence a distance of 559.91' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence N04°49'09"E a distance of 634.07' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519" in an existing fence line,

Thence N60°44'48"E with the existing fence a distance of 563.08' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence N74°30'06"E with the existing fence a distance of 1793.51' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519",

Thence N80°36'29"E with the existing fence and the extension of said fence a distance of 531.58' to a 1/2" rebar with aluminum cap stamped "WEESE PLS24519" on the top edge of the rimrock,

Thence along the top edge of the rimrock the following bearings and distances:

N02°46'30"E a distance of 327.55 feet to a point,
N20°45'29"W a distance of 563.50 feet to a point,
N42°47'51"W a distance of 573.58 feet to a point,
N46°27'38"W a distance of 556.01 feet to a point,
N00°34'26"W a distance of 762.79 feet to a point,
N11°36'40"W a distance of 1403.30 feet to a point,
North a distance of 740.41 feet to a point on the North line of Section 4.

Thence N89°30'32"E along the North line of Section 4 a distance of 321.41 feet to a point being the North 1/4 corner of Section 4,

Thence S01°02'50"E leaving said Section Line a distance of 406.95 feet to a point on the East rimrock,

Thence S47°14'11"E along the rimrock 1330.12 feet a to a point being East, 960 feet from the Southwest corner of the NW/4NE/4,

Thence S08°42'24"W a distance of 1328.11 feet to a point being East, 735 feet from the Southwest corner of the SW/4NE/4,

Thence N89°53'36"E a distance of 1883.99 feet to a point being the 1/4 corner between Section 3 and 4,

Thence N88°58'52"E a distance of 1307.97 feet to a point

Thence S00°35'22"E a distance of 2598.78 feet to a point on the Section Line between 3 and 10,

Thence S87°58'03"W a distance of 1305.18 feet to a point being the Section corner of 3, 4, 9 & 10,

Thence S89°56'36"W a distance of 3901.80 feet to a point,

Thence S00°50'59"W a distance of 3933.16 feet to a point,

Thence S89°55'31"W a distance of 1315.07 feet to a point on the Section Line between 8 & 9,

Thence N89°31'44"W a distance of 3956.17 feet to a point,

Thence S00°58'55"W a distance of 1317.11 feet to a point on the Section Line between 8 and 17,

Thence N89°36'59"W along the said Section Line a distance of 1318.14 feet to the Point and Place of Beginning.

Said tract being 365.8± Acres or 15936905± SqFt.

WARRANTY DEED

Cross Diamond Cattle Co., Ltd., a New Mexico limited partnership, by its General Partner Margaret Heringa, for consideration paid, grants to Cross Diamond Cattle Co., LLC, a New Mexico limited liability company, whose address is 150 Perico Creek Rd., Grenville, New Mexico 88424, the following described property situate in Colfax County, New Mexico, to-wit:

Tract 1:

Parcel A:

Township 31 North, Range 25 East, N.M.P.M.

Section 30: S/2S/2
Section 31: All
Section 32: S/2; S/2NW/4; NW/4NW/4
Section 33: SW/4SW/4; S/2SE/4SW/4
Section 32: All that part of the NE/4NW/4 of Section 32 lying south and west of a line described as follows: commencing at a point which is North 90° East 435 feet from the Northwest corner of the NE/4NW/4 of Section 32; Thence Southeasterly along the rimrock to a point which is South 00.00° West 850 feet from the quarter corner of Sections 29 and 32 and this tract containing 30 acres, more or less.

All of that part of the SW/4NE/4 of Section 32 lying south and west of a line described as follows:

Commencing at the Northwest corner of the SW/4NE/4 of said Section 32; thence southeasterly along the rimrock to a point which is North 00.00° 236 feet from the southeast corner of the said SW/4NE/4 of said Section 32, containing 20 acres below the rimrock, more or less.

Township 30 North, Range 25 East, N.M.P.M.:

Section 6: All

- Section 5: All
Section 4: W/2; SE/4
Section 3: W/2SW/4
Section 4: Also that part of the NW/4NE/4 lying south and west of the following described line: commencing at a point which is South 00.00° West 400' from the quarter corner between Section 33, Township 31 North, Range 25 East, and Section 4, Township 30 North, Range 25 East thence southeasterly along the rimrock to a point which is North 90° 00' East 960 feet from the Southwest corner of the NW/4NE/4 of said Section 4, containing 10 acres, more or less; that part of the SW/4NE/4 of Section 4 lying West and North of a line commencing at a point which is North 90° 00' East 960 feet distant from the Northwest corner of the SW/4NE/4 of Section 4; thence Southwesterly along the rimrock to a point which is 90° 00.00' West 735 feet from the Southwest corner of the said SW/4NE/4 of said Section 4, containing 25 acres, more or less.
- Section 7: E/2; N/2NW/4
Section 8: SW/4SW/4; NW/4; N/2SW/4; SE/4SW/4; E/2
Section 9: All
Section 10: S/2; S/2N/2; NW/4NW/4
Section 11: SW/4SW/4
Section 14: NW/4NW/4
Section 15: NW/4; N/2NE/4; SW/4NE/4; W/2SW/4
Section 17: NW/4; NE/4; N/2S/2; SE/4SE/4; SW/4SW/4
Section 18: S/2; NE/4; S/2NW/4
Section 19: N/2N/2
Section 20: NW/4NW/4; NE/4NE/4

Township 30 North, Range 24 East, N.M.P.M.:

- Section 1: S/2NW/4; S/2; NE/4
Section 2: NE/4; E/2NW/4
Section 10: S/2SE/4
Section 11: S/2; NE/4
Section 12: All

Section 13: All
Section 14: All
Section 15: E/2; SE/4NW/4
Section 24: NE/4; SE/4NW/4

Township 29 North, Range 25 East, N.M.P.M.:

Section 17: E/2SE/4
Section 20: N/2NE/4

Containing 10,629.193 acres, more or less.

Parcel B:

Township 30 North, Range 25 East, N.M.P.M.:

Section 7: S/2NW/4; SW/4
Section 18: N/2NW/4

Township 30 North, Range 24 East, N.M.P.M.:

Section 15: E/2; SE/4NW/4

Tract 2:

An undivided one-half interest of all oil, gas, minerals and mineral rights lying in, upon, under or that may be produced from the following described land and real estate situated in Colfax County, New Mexico, to-wit:

In Township 28 North, Range 24 East, N.M.P.M.

In Section 3: The E/2NE/4 and the NE/4SE/4

In Township 29 North, Range 24 East, N.M.P.M.

In Section 26: the SW/4

In Section 34: the SE/4NW/4, the E/2SW/4, and the SE/4

In Section 35: the NE/4; the NW/4NW/4; the S/2NW/4 and the SW/4

In Township 31 North, Range 24 East, N.M.P.M.

In Section 12: the N/2NE/4

In Section 24: the SE/4NW/4; the E/2SW/4; the W/2SE/4 and the SE/4SE/4

In Section 25: the E/2NE/4

In Township 31 North, Range 25 East, N.M.P.M.

In Section 3: the N/2NW/4 and the SW/4NW/4

In Section 4: the E/2NE/4, the NE/4SE/4, and all that part of the W/2NE/4 and the NW/4SE/4 of Section 4 (containing 53.78 acres, more or less) lying East of the following described line: beginning at a point on the North line of said Section 4 which is 1200 feet westerly from the Northeast corner of the NW/4NE/4, a point on the rimrock; thence South 07 degrees 17 minutes East 1,444.84 feet to a point on the rimrock; thence South 28 degrees 19 minutes East 1,654.06 feet to a point on the rimrock; thence South 07 degrees 19 minutes East 1,442.23 feet to a point on the rimrock which is also on the South line of the NW/4SE/4 of said Section 24 and 300 feet Westerly from the Southeast corner of the said NW/4SE/4 of Section 4.

In Section 8: the NE/4NE/4, the S/2SW/4 and the SE/4SE/4

In Section 9: the N/2NE/4, the W/2, the N/2SE/4 and the SW/4SE/4

In Section 17: All

In Section 19: the NE/4NE/4, the S/2NE/4, the SE/4NW/4 and the S/2

In Section 20: the W/2NE/4, the NW/4, and the W/2SW/4

In Section 29: the SW/4NE/4, the S/2NW/4, the SW/4 and the W/2SE/4

In Section 30: the N/2, the N/2SW/4, and the N/2SE/4

In Section 32: the NW/4NE/4. Also that portion of the NE/4NW/4 of said Section 32 (containing 10 acres, more or less) lying Easterly of the following described line: beginning at a point on the North line of said NE/4NW/4 which is 435 feet Easterly from the Northwest corner of the said NE/4NW/4; thence Southeasterly along the rimrock to a point on the East line of the said NE/4NW/4 of Section 32 which is 850 feet Southerly from the quarter corner common to Sections 29 and 32. Also all that part of the SW/4NE/4 of said Section 32 (containing 20 acres, more or less) lying Easterly of the following described line: beginning at the Northwest corner of the said SW/4NE/4 of said Section 32; thence

Southeasterly following the rimrock to a point on the East line of the said SW/4NE/4 of said Section 32 which is 236 feet Northerly from the Southeast corner of the said SW/4NE/4.

In Township 32 North, Range 25 East, N.M.P.M.

In Section 28: the SW/4SW/4 and the SE/4SE/4

In Section 32: the SE/4NE/4

In Section 33: the NE/4NE/4, the S/2NE/4, the NW/4, the NE/4SW/4, the E/2SE/4SW/4 and the SE/4

In Section 34: the N/2, the SW/4 and the N/2SE/4

A tract of land situated within the Maxwell Land Grant and particularly described as follows:

Beginning at a point which is the corner common to Sections 1 and 12 in Township 30 North, Range 23 East, N.M.P.M. and to Sections 6 and 7 in Township 30 North, Range 24 East, N.M.P.M.;
thence East 77.25 chains along the North line of Section 7 and 8;
thence North 5 chains;
thence East 5 chains;
thence North 43.65 chains;
thence South 61 degrees 26 minutes East 44.76 chains;
thence South 61 degrees 21 minutes East 11.38 chains;
thence South 38 degrees East 122.23 chains, more or less, to a point on the East boundary of the Beaubien and Miranda or Maxwell Land Grant;
thence South 8 degrees 30 minutes West along said East boundary line 168.29 chains, more or less, to a point on the section line between Sections 21 and 28;
thence West along the South line of Sections 21, 20 and 19 in Township 30 North, Range 24 East, and of Section 24 in Township 30 North, Range 23 East a distance of 207.10 chains, more or less, to a point which is the Southwest corner of a tract of land deeded to T. F. McAuliffe and recorded in Book "N", Page 60, of the Deed Records of Colfax County, New Mexico, which point is also on the East line of the so-called T. B. Catron Tract and 60 chains North of the Southeast corner of said tract;
thence North along the East line of the said Catron tract 35.60 chains;
thence West 15 feet;
thence North 14 degrees 15 minutes West 1,059.5 feet;
thence North 3 degrees 49 minutes West 100 feet;

thence North 15 degrees 29 minutes East 376.5 feet;
thence North 5 degrees 30 minutes West 800 feet;
thence North 5 degrees 28 minutes West 590.5 feet;
thence North 24 degrees 42 minutes West 1,516.8 feet;
thence North 27 degrees 21 minutes West 2,265 feet to a point 54 feet distant from Center Line Station 540 + 11 of Old Highway 85, designated "Federal Aid Project 1-B reopened";
thence Westerly 4 feet to a point on the East right of way line of said project;
thence North 3 degrees 22 minutes East 6,052 feet along said right of way line to a point 50 feet distant from Center Line Station 600 + 63.0 of said project;
thence along a curve to the right (radius of 5,680 feet) along said right of way line a distance of 910 feet;
thence North 12 degrees 28 minutes East along said right of way line a distance of 1,601.94 feet to a point opposite and 50 feet distant from Center Line Station 625 + 74.94 of said project;
thence on a curve to the left (radius of 2,915 feet) along said right of way line 300 feet to a point on the intersection of said right of way line with the North and South half-section line through Section 1 in Township 30 North, Range 23 East;
thence South along said half-section line 1,499 feet to the quarter corner common to Sections 1 and 12 in Township 30 North, Range 23 East;
thence East along the North line of said Section 12 a distance of 40 chains, more or less, to the point of beginning.

Tract 3:

NE/4NW/4, Section 24, Township 30 North, Range 24 East, N.M.P.M.

Tract 4:

Eighty (80) acres in Section 24, Township 30 North, Range 24 East:
N/2SE/4.

Subject to existing easements, reservations, restrictions and rights of way, including those of record.

With warranty covenants as defined by statute.

DATED this 16th day of June, 2005.

Recording (Date - Time): 07/13/21 - 01:10:22 PM
COLFAX COUNTY, NM - Kayetta Trujillo - County Clerk
DOC# 202102459
PAGE: 1 of 1

QUITCLAIM DEED

Cross Diamond Cattle Co., a New Mexico limited partnership, now dissolved and terminated by its Closing Manager Loretta J. Butler and by Cross Diamond Cattle Co., LLC, a New Mexico limited liability company, herewith quitclaims to Mauritz Mosimann, a single man, the following described property in Colfax County, New Mexico:

All that certain property described as Tract 1 of The Boundary Agreement and Quitclaim dated November 1, 2000 and filed for record on November 2, 2000 at 11:15 AM and recorded in RER Book 11 at Page 12262.

Dated this 12th day of July, 2021.

Cross Diamond Cattle Co.,
a New Mexico limited partnership

Cross Diamond Cattle Co., LLC,
A New Mexico limited liability company

By: Loretta J. Butler
Loretta J. Butler
Closing Manager

By: Loretta J. Butler
Loretta J. Butler
Manager

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

The foregoing instrument was acknowledged before me this 12th day of July, 2021, by Loretta J. Butler, Closing Manager on behalf of Cross Diamond Cattle Co., Ltd, formerly a New Mexico Limited Partnership, now dissolved and terminated by its Closing Manager Loretta J. Butler, on behalf of said limited partnership; and Loretta J. Butler, Manager of Cross Diamond Cattle Co., LLC, a New Mexico limited liability company, on behalf of said limited liability company.

My Commission expires: 1/18/2024

Kayetta Trujillo
Notary Public

WARRANTY DEED

20230039

Recording (Date - Time) 07/3/23 - 10:15:31 AM
COLFAX COUNTY, NM - Rayetta Trujillo - County Clerk
DOC# 202301682
PAGE: 1 of 2
BEB

Cross Diamond Cattle Co., LLC, a New Mexico limited liability company for consideration paid, grants to Petrini Land and Cattle, LLC, a New Mexico limited liability company, whose address is P.O. Box 70, Raton, NM 87740, the following described real estate in Colfax County, New Mexico:

SEE ATTACHED EXHIBIT "A"

LEGAL DESCRIPTION

Together with grantors rights, in and to all oil, gas, coal, wind, water, solar and other minerals, lying in, on or under the property conveyed herein.

SUBJECT TO taxes, reservations in patents, easements, rights of way, leases, covenants and restrictions of record.

WITH WARRANTY COVENANTS.

WITNESS my hand and seal the 30 day of June, 2023.

Cross Diamond Cattle Co., LLC, a
New Mexico limited liability company

Loretta J. Butler, General Manager
By: Loretta J. Butler, Manager

ACKNOWLEDGMENT

STATE OF New Mexico)
)ss.
COUNTY OF Colfax)

The foregoing instrument was acknowledged before me this 30 day of June 2023 by Loretta J. Butler, Manager, Cross Diamond Cattle, Co., LLC a New Mexico limited liability company.

Trish James

Notary Public

My Commission Expires: 7-25-24

(Seal)



EXHIBIT "A"
LEGAL DESCRIPTION

Township 30N R25E

Section 19: A 30ft wide tract of land beginning at the US HWY 64 right of way located in the S1/2 NE1/4 NW1/4 and running East along the quarter section line between the N1/2 and the N1/2 N1/2 to the NW1/4 NW1/4 of Section 20

Section 20: NW1/4 NW1/4, NE1/4 NE1/4

Section 17: N1/2, N1/2 S1/2, SW1/4 SW1/4, SE1/4 SE1/4

Section 8: SE1/4 SW1/4, S1/2 SE1/4

Section 9: E1/2, E1/2NW1/4, E1/2SW1/4, SW1/4SW1/4

Section 10: S1/2, W1/2NW1/4, SE1/4NW1/4, S1/2NE1/4

Section 11: SW1/4SW1/4

Section 14: NW1/4NW1/4

Section 15: W1/2NE1/4, NE1/4NE1/4, NW1/4, W1/2SW1/4

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is by and between Petrini Land and Cattle LLC, a New Mexico limited liability company (the "Purchaser"), and Cross Diamond Cattle Co., LLC a New Mexico limited liability company ("Seller").

In consideration of the following mutual promises, Seller and Purchaser agree as follows:

1. Sale and Purchase. Upon the following terms and conditions, Seller shall sell and Purchaser shall purchase that certain parcel of real estate located in Colfax County, New Mexico as further shown on the boundary line adjustment plat included as Exhibit A (the "Property") together with all improvements thereon and appurtenances thereto. The exact legal description for the Property shall be that indicated on the Title Commitment.

2. Purchase Price and Terms of Payment. The purchase price for the Property shall be \$175,000.00 (the "Purchase Price"). The Purchase Price shall be payable by Purchaser to Seller as follows:

A. Earnest Money Deposit. Upon execution of this Agreement by both parties hereto (the latter of the dates of execution, the "Effective Date"), the sum of \$5,000.00 shall be deposited by Purchaser into escrow with North East Title, Inc. (Trish James, trish@northeasttitle.net), 124 S. 2nd St., Raton, NM 87740, 575-445-8411, 575-445-0522 FAX (the "Title Company") as an earnest money deposit (the "Earnest Money Deposit") to be returned to Purchaser or to be applied toward the Purchase Price at closing as provided for herein. If Seller elects to cure as provided for herein, the Earnest Money Deposit shall become nonrefundable to the Purchaser upon the expiration

or earlier waiver of the objection, response and reply period(s) for all contingencies hereunder.

B. Balance at Closing. The balance of the Purchase Price shall be paid by Purchaser at Closing, as later defined, by wire transfer.

3. Title Examination, Marketable Title and Title Insurance.

A. Title Examination. As soon as practicable after the execution of this Agreement, Seller shall furnish Purchaser with a title commitment at Purchaser's expense issued by Title Company and copies of all supporting documentation referenced therein, including well agreements, road maintenance agreements, and similar collateral agreements whether or not recorded or in any document in the chain of title to the Property. Purchaser shall have 15 days after the delivery of the title commitment to Purchaser to review it and to present Seller with written notice of any objections to the status of title as shown by the commitment. If written objections to the title commitment are timely made, then Seller shall notify Purchaser within 5 days whether Seller will take the steps necessary to satisfy such objections by Closing, or decline to do so. If Seller notifies Purchaser that Seller declines to undertake the cure of any such title objections by Closing, Purchaser shall notify Seller within 3 days after receipt of Seller's notice whether Purchaser will waive such objection(s) and proceed to Closing with no obligation on the part of Seller to cure same, or terminate and receive a refund of the Earnest Money Deposit. Any exceptions shown on the title commitment to which Purchaser does not timely object shall be deemed waived by Purchaser.

In the event that the Title Company issues any new or updated title commitment ("Updated Commitment"), wherein any exception or requirement appears on the Updated

Commitment that was not contained in the original Commitment (the "New Title Matter"), then the Title Objection Period shall be extended, as to the New Title Matter, only, for a period of ten (10) days after Purchaser's receipt of the Updated Commitment. The Title Cure Period shall be extended, as to the New Title Matter, only, for a period of ten (10) days after Seller's receipt of Purchaser's objections to any New Title Matter.

B. Marketable Title. At Closing, Seller shall execute a general warranty deed, conveying good and marketable title to the Property to Purchaser free and clear of all liens and encumbrances and of all tenancies, and subject only to Permitted Exceptions. The Schedule B Standard Exceptions (other than Schedule B Standard Exceptions 1 through 6), all matters shown on the Title Commitment which Purchaser approves (or is deemed to have approved) pursuant to this Agreement, and any liens or encumbrances caused or created by Purchaser will constitute "Permitted Exceptions" for purposes of this Agreement, the Title Policy and the deed.

C. Title Insurance. Immediately following Closing, the parties shall cause the title insurance company to issue an owner's title insurance policy in favor of Purchaser for the Property in the amount of the Purchase Price. The Purchaser shall pay the cost of the title insurance policy and if requested by Purchaser the deletion of exceptions 1-4 to the title insurance policy. The title insurance policy shall set forth exceptions for only those matters reflected on the title commitment and not objected to or waived by Purchaser pursuant to this paragraph.

4. Contingencies. The parties acknowledge that the following are contingencies to the Closing.

A. "AS-IS" SALE. The Property shall be sold "as is" and with all faults. Purchaser may conduct its own investigations and inspections of the Property.

B. Boundary Line Adjustment. At the shared expense of Seller and Purchaser, the boundary line adjustment plat attached hereto as Exhibit A will be prepared and recorded, and, after Closing the Purchaser will install a fence on the "New Boundary Line" between the Purchaser and Seller. Seller will reimburse Purchaser 50% of the costs upon receipt and review of all invoices for the installation of the fence.

C. Property Disclosure Statement. Seller will not provide a Property Disclosure Statement, in form (including the RANM Form) reasonably acceptable to Purchaser, disclosing all matters known to Seller regarding the Property, within 3 days after the Effective Date.

D. Fees and Agreements. Seller shall be responsible for disclosing all applicable property specific fees, or lease agreements, private memberships and/or association fees or dues, taxes and contract service agreements, all of which are to be prorated through Settlement/Signing Date. Any equipment rental or contract service agreement (e.g. alarm system, solar, satellite system, propane and tank, private refuse collection, road maintenance, etc) shall be handled directly between the Purchaser and the Seller.

E. F.I.R.P.T.A. Affidavit. Seller represents that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and agrees, if requested by Purchaser, to deliver at the Closing a "non-foreign affidavit" as provided in said Section 1445. If the Seller fails to deliver such an affidavit at the Closing or if Purchaser has actual knowledge or receives notice that such affidavit is false as provided

in subparagraph (B)(7) of said Section 1445, then Purchaser may withhold at the Closing the payment of up to fifteen percent (15%) of the Purchase Price in accordance with the provisions of Section 1445.

F. Property Tax Disclosure. Purchaser waives receipt of an estimated amount of property tax levy with respect to the Property calculated at the Purchase Price, pursuant to NMSA 1978, Section 47-13-4(D).

5. Closing. Closing of the sale shall occur on or after three (3) days after the recording of the Plat, provided all objections and responses are concluded in the offices of the Title Company (the "Closing"). The Title Company shall act, and is hereby designated by the parties to act, as escrow agent for the Closing (the "Escrow Agent"). At Closing, the following actions shall occur, each action being considered a condition precedent to the others and all being considered as taking place simultaneously:

A. Seller shall execute, acknowledge and deliver to the Escrow Agent a general warranty deed, conveying the Property to Purchaser as required under Paragraph 3(B) subject only to taxes and those matters of record.

B. Purchaser shall deliver to Escrow Agent wire transferred or certified funds for the balance of the Purchase Price, after making such adjustments as are shown on the closing statements prepared by the Escrow Agent.

C. The Escrow Agent shall prepare and deliver closing statements showing all prorations and other charges and credits to each party, such statements to be approved by the respective parties.

As soon as is practicable prior to Closing, the Escrow Agent shall make such searches of the public records as may be necessary to enable it to issue the title

insurance policy required to be provided pursuant to Paragraph 3(C), whereupon, if such searches are satisfactory, then the transaction shall be deemed to have closed and the Escrow Agent shall (i) file the deed for record, (ii) deliver the recorded deed and title insurance policy to Purchaser, and (iii) disburse the funds as shown on the closing statements. If such searches are not satisfactory, then the transaction shall be deemed not to have closed, and the Escrow Agent shall hold the unrecorded documents and funds thereafter as agent for the parties. The documents and funds shall be delivered pursuant to an agreement of the parties or an order of court specifying the disposition thereof.

6. Closing Costs. Seller and Purchaser shall each pay one-half (½) of any fee charged by the Title Insurance Company for closing the transaction.

7. Proration. Ad valorem taxes and all other assessments applicable to the Property shall be prorated as of the date of Closing, and, unless the actual amounts for the year in which Closing occurs are known, shall be based upon the latest known rates applied to the latest known assessed valuation of the Property. Seller shall provide Purchaser and Escrow Agent with the latest rates and assessed valuations of the Property provided to Seller by the appropriate governmental authorities.

8. Risk of Loss, Possession and Delivery. Possession of the Property shall be transferred to Purchaser at funding, and the risk of loss shall shift to Purchaser at that time. Seller shall deliver the Property to Purchaser in the same condition as existing at the time of the inspection of the Property by Purchaser, reasonable wear and tear accepted. Seller shall be obligated to carry fire and extended coverage insurance on the Property prior to Closing. Seller shall not be responsible for any injury to Purchaser that may occur on or about the Property during pre-closing inspections or visits.

9. Default and Remedies. If Seller defaults in the performance of this Agreement, Purchaser shall have the right to specific performance, or to rescind this Agreement and recover the Earnest Money Deposit. If Purchaser defaults in the performance of this Agreement, Seller's sole remedy shall be the retention of the Earnest Money Deposit.

10. Real Estate Commissions. Neither party is represented by any realtor and will not owe any commission as a result of this sale.

11. Notices. All notices or any other communications required or permitted hereunder shall be in writing, and shall be emailed and deemed to have been duly given when emailed, personally delivered or duly deposited in the United States certified mail, return receipt requested, properly stamped and addressed, to the parties at their addresses listed below:

Seller: Cross Diamond Cattle Co., LLC
35500 Hwy. 64-87
Raton, NM 87740
T. 575-207-7629
Email: butlerlj13@yahoo.com

With copies to:
Kurt A. Sommer
Sommer Udall Law Firm, PA
P.O. Box 1984
Santa Fe, NM 87504-1984
Email: kas@sommerudall.com
T. (505) 982-4676

Purchaser: Petrini Land and Cattle LLC
P.O. Box 70
Raton, NM 87740
575-445-0200 office
575-707-0393 cell
575-445-0205 fax
bridgerpetrini@msn.com email

With copies to: Max Best

Notice shall be effective upon email or hand-delivery or 3 days after mailing, if mailed.

12. Miscellaneous.

A. Entire Agreement. This Agreement constitutes the entire agreement between Seller and Purchaser respecting the sale and purchase of the Property, and will supersede and replace any and all prior and contemporaneous written and oral agreements, promises, representations or conditions with respect thereto.

B. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Mexico.

C. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives.

D. Modification. This Agreement may be modified only by a writing duly executed by the parties.

E. Further Documentation. The parties shall, in good faith, execute such additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement.

F. Scanned and Electronic Signatures. DocuSigned, scanned and emailed signatures shall be binding as originals.

G. Counterparts. The parties may be executing separate copies of this agreement which, when merged together, shall be deemed to become one document.

H. Days. The term "days" shall mean calendar days and shall exclude all Federal Holidays. If a deadline falls on a holiday or weekend, then the deadline shall be extended to the next business day.

I. Attorney Fees. Any party found to be in breach of this Agreement shall be responsible for reimbursing the non-breaching party for their attorneys' fees and costs.

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

PURCHASER:

Petrini Land and Cattle LLC,
a New Mexico limited liability company

Date: 6/5/2024, 2024

By: [Signature]
Name: Bridger Petrin
Title: Owner

SELLER:

Date: June 5, 2024

Cross Diamond Cattle Co., LLC

By: [Signature]
Name: LORETTA J. BUTLER
Title: GENERAL PARTNER

EXHIBIT A

Boundary Line Adjustment Plat

Initial Survey
2000

2000/2000

 COLFAX COUNTY TREASURER
 LYDIA M. GARCIA
 P.O. BOX 98
 RATON, NM 87740
 (575) 445-3171
 WWW.COLFAX.NM.US

Tax Bill # 2023-0004400
 TAX-ALLOCATIONS Dist-11 0
 0.00 Res-Advalorem
 13.32 N/R-Advalorem
 0.00 Livestock
 0.00 Other Taxes
 6.66 First Half Tax
 Delinquent after DEC 10, 2023
 6.66 Second Half Tax
 Delinquent after MAY 10, 2024
 13.32 Total 2023 Taxes
 Property Assessed to Owner # 0996444
 Property # P 023 801 0 996444
 CROSS DIAMOND CATTLE CO, LLC
 BUTLER, LORETTA
 35500 HWY 64-87

RATON NM 87740
 REFERENCE ID # P023801
 35500 HWY 64-87

County Treasurer Received *****13.32
 From CROSS DIAMOND CATTLE CO
 CK 3615
 Payment Distribution:
 0.00 Change
 13.32 Taxes
 0.00 Interest
 0.00 Penalty
 0.00 Cost
 Received on NOV 13, 2023 9:52:20
 Received by : LINDAM
 13.32 Total fm TRSROBA

No balance due on this tax bill

**FIRST HALF OR FULL YEAR
 PAYMENT COUPON**

THIS BILL IS DUE BY **NOVEMBER 10, 2023.**

TO AVOID INTEREST AND PENALTY CHARGES, PAYMENT MUST BE

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

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

PROPERTY # P 023 801 0 996444

CROSS DIAMOND CATTLE CO, LLC
 BUTLER, LORETTA
 35500 HWY 64-87
 RATON NM 87740

PLEASE FOLD AT PERFORATION BEFORE REMOVING COUPON

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

BILL NO.: > 2023-0004400
 OWNER NO.: > 0996444

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

FIRST HALF	DEC 10, 2023	\$6.66
OR		
TOTAL YEAR	DEC 10, 2023	\$13.32

COLFAX COUNTY TREASURER
LYDIA M. GARCIA
P.O. BOX 98
RATON, NM 87740
(575) 445-3171
WWW.COLFAX.NM.US

COLFAX COUNTY TREASURER
LYDIA M. GARCIA
P.O. BOX 98
RATON, NM 87740
(575) 445-3171
WWW.COLFAX.NM.US

Tax Receipt 2024-0000061P
Tax Bill # 2024-9000061
TAX-ALLOCATIONS Dist-11 0
380.42 Res-Advalorem
509.20 N/R-Advalorem
0.00 Livestock
0.00 Other Taxes
444.81 First Half Tax
Delinquent after DEC 10, 2024
444.81 Second Half Tax
Delinquent after MAY 10, 2025
889.62 Total 2024 Taxes
Property Assessed to Owner # 0151325
Property # 1 142 182 330 330
CROSS DIAMOND ; CATTLE CO
C/O CROSS DIAMOND CATTLE CO LLC
35500 US HWY 64-87

RATON NM 87740
REFERENCE ID # R015611
S: 0 T: 30N R: 24E UPC
1142182330330 LAND 1
11352.300 ACRES (T30-R24 &
25,T31-R25) LESS
County Treasurer Received ****889.62
From CROSS DIAMOND
CK 3669
Payment Distribution:
0.00 Change
889.62 Taxes
0.00 Interest
0.00 Penalty
0.00 Cost
Received on JUN 6, 2024 16:05:12
Received by : LINDAM
889.62 Total fm TRSR7826A

No balance due on this tax bill

Tax Receipt 2024-0000061P
Tax Bill # 2024-9000061
TAX-ALLOCATIONS Dist-11 0
380.42 Res-Advalorem
509.20 N/R-Advalorem
0.00 Livestock
0.00 Other Taxes
444.81 First Half Tax
Delinquent after DEC 10, 2024
444.81 Second Half Tax
Delinquent after MAY 10, 2025
889.62 Total 2024 Taxes
Property Assessed to Owner # 0151325
Property # 1 142 182 330 330
CROSS DIAMOND ; CATTLE CO
C/O CROSS DIAMOND CATTLE CO LLC
35500 US HWY 64-87

RATON NM 87740
REFERENCE ID # R015611
S: 0 T: 30N R: 24E UPC
1142182330330 LAND 1
11352.300 ACRES (T30-R24 &
25,T31-R25) LESS
County Treasurer Received ****889.62
From CROSS DIAMOND
CK 3669
Payment Distribution:
0.00 Change
889.62 Taxes
0.00 Interest
0.00 Penalty
0.00 Cost
Received on JUN 6, 2024 16:05:12
Received by : LINDAM
889.62 Total fm TRSR7826A

No balance due on this tax bill



Own# 0151325 Dist 11 0 Fin# 000 PAYMENT OF TAX IN ADVANCE

Bill# 2024 0000000

CROSS DIAMOND ; CATTLE CO
C/O CROSS DIAMOND CATTLE CO LLC
35500 US HWY 64-87

RATON New Mexico
87740

Property # 1 142 182 330 330

REFERENCE ID # R015611

S: 0 T: 30N R: 24E UPC

1142182330330 LAND 1

11352.300 ACRES (T30-R24 & *

25,T31-R25) LESS

DB106-P223: H/W 26.647

388.42	RESIDENTL
	CATTLE
	GOATS
	DAIRY
	BISH/ALP
	VOC TECH
	A.F. PID
	NON-REND

509.20	NON-RES
	SHEEP
	EQUINES
	SWINE
	RATITES
	HOSPITAL
	ROAD
	WTR DIST
	ADM-FEE

889.62 TotalTax

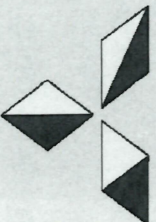
- ENTER
- UPDATE
- DELETE
- END
- RETURN

Res-Value		N/R-Value
3889	Centrl	
	Land	23966
19216	Improv	3200
	Persnl	
	Mobile	
	Family	
	Vetem	
	Oth-er	

Livstk	# head	Value
Cattle		
Sheep		
Goats		
Equine		
Dairy		
Swine		
Bison		
Rattit		

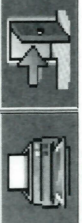
Specials	Value
ROAD	
A.F. PID	
WTR DIST	
NonRend%	00
Net Res	23105
Net N/R	27166

889.62



- ◆ ENTER
- ◆ UPDATE
- ◆ DELETE
- ◆ END
- ◆ RETURN

Treasurer's Maintenance



Own# 0151325 Dist 11 0 Fin# 000 PAYMENT OF TAX IN ADVANCE Bill# 2024 00000000

CROSS DIAMOND ; CATTLE CO
C/O CROSS DIAMOND CATTLE CO LLC
35500 US HWY 64-87

RATON New Mexico

Property # 1 142 182 330 330 87740

REFERENCE ID # R015611

S: 0 T: 30N R: 24E UPC
1142182330330 LAND 1

11352.300 ACRES (T30-R24 &
25, T31-R25) LESS

DB106-P223: H/W 26.647

380.42	RESIDENTL CATTLE GOATS DAIRY BISN/ALP VOC TECH A. F. PID NON-REND	509.20	NON-RES SHEEP EQUINES SWINE RATITES HOSPITAL ROAD WTR DIST ADM-FEE
--------	--	--------	--

889.62 TotalTax

Res-Value	N/R-Value	Livstk	# head	Value	Specials	Value
3889	Centrl	Cattle			ROAD	
19216	Land	Sheep			<input type="checkbox"/> A. F. PID	
	Improv	Goats			WTR DIST	
	Persnl	Equine			NonRend%	00
	Mobile	Dairy			Net Res	23105
	Family	Swine			Net N/R	27166
	Veterin	Bison				
	Oth-ex	Rattit				

Transaction Receipt
Print Date: 06/13/2024 08:41:17 AM
Transaction #349746
Transaction Type: Misc Transactions
Receipt #24192733
Cashier: Jackie Ortiz
Cashier Date: 06/13/2024 08:41:17 AM

Rayetta M. Trujillo
Colfax County Clerk and Recorder
P.O. Box 159
Raton, NM 87740
(575) 445-5551

Number of Documents:

Total Fees:

\$600.00

Payment Received:

Check #3668

\$600.00

Change

\$0.00

Presented by:

CROSS DIAMOND CATTLE CO

I. Settlement Charges			Paid From	Paid From
			Borrower's Funds at Settlement	Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	\$3,587,600.00	@5 % = \$179,380.00		
Division of Commission (line 700) as follows:				
701. \$107,628.00	to Chas S. Middleton and Son			
702. \$71,752.00	to Freedom Outfitters, LLC			\$179,380.00
703. Commission Paid at Settlement				\$6,278.27
704. NM GRT @ 5.8333%	to Chas. S. Middleton and Son			\$4,171.77
705. NM GRT @ 5.8333%	to Freedom Outfitters, LLC			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from 7/3/2023 to 8/1/2023 @ \$0/day				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. Property Taxes	months @	per month		
1004. Assessment/Taxes	months @	per month		
1005. Other Taxes	months @	per month		
1006. County Property Taxes	months @	per month		
1007. MUD taxes	months @	per month		
1008. Other taxes	months @	per month		
1009. State Lease	months @			
1011. School Property Taxes				
1100. Title Charges				
1101. Settlement or closing fee	to North East Title, Inc.			\$970.97
1102. Abstract or title search	to North East Title, Inc.			\$100.00
1103. Title examination	to			\$100.00
1104. Title insurance binder	to North East Title, Inc.			\$81.20
1105. Document preparation	to North East Title, Inc.			
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)			\$11,530.00
1108. Title insurance	to North East Title, Inc.			
(includes above items numbers:)			
1109. Lender's coverage	\$0.00/\$0.00			
1110. Owner's coverage	\$3,587,600.00/\$11,530.00			
1111. Escrow fee	to			
1112. 1031 Exchange fee	to North East Title, Inc.			
1113. Processing fee	to North East Title, Inc.			
1200. Government Recording and Transfer Charges				
1201. Recording Fees Deed, Mortgage, Rel	to			
1202. City/county tax/stamps Deed, Mortgage	to			
1203. State tax/stamps Deed, Mortgage	to			
1204. Tax certificates	to			
1205. Record warranty deed	to Colfax County Clerk			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			\$887.95
1303. Prepay 2023 taxes owner #151325	to Colfax County Treasurer			\$203,500.16
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB No. 2502-0265

B. Type of Loan					
1 <input type="checkbox"/> FHA	2 <input type="checkbox"/> FmHA	3 <input type="checkbox"/> Conv Unins	6 File Number	7. Loan Number	8. Mortgage Ins Case Number
4 <input type="checkbox"/> VA	5 <input type="checkbox"/> Conv Ins	6 <input type="checkbox"/> Seller Finance	20230039		
7 <input checked="" type="checkbox"/> Cash Sale					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p o e)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower Otra Vez 1031 LLC as qualified intermediary for Patrim Land and Cattle, LLC a New Mexico limited liability company PO Box 70 Raton, NM 87740 See Addendum	E. Name & Address of Seller Cross Diamond Cattle Co., LLC, a New Mexico Limited Liability Company 35500 U.S. Highway 64-87 Raton, NM 87740	F. Name & Address of Lender
---	--	-----------------------------

G. Property Location 130M R25E Sections 19,20,17,8,9,10,11,14,15,16 Colfax NM Raton, NM 87740	H. Settlement Agent Name North East Title, Inc. 124 S. 2nd. St Raton, NM 87740 Tax ID: 262953069 Underwritten By: Fidelity	I. Settlement Date 7/3/2023 Fund:
	Place of Settlement North East Title, Inc. 124 South 2nd St. Raton, NM 87740	

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract Sales Price		401. Contract Sales Price	\$3,587,600.00
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower		403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. County Property Taxes	07/03/23 to 12/31/23	406. County Property Taxes	07/03/23 to 12/31/23 \$44.06
107. State Lease	07/03/23 to 09/30/23	407. State Lease	07/03/23 to 09/30/23 \$230.39
108.		408.	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower		420. Gross Amount Due to Seller	\$3,587,874.45
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	\$203,500.16
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Commitment fee		504. Payoff of first mortgage loan to	
205.		505. Payoff of second mortgage loan to	
206.		506.	
207. Exchange Proceeds from Otra Vez 1031 LLC		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. County Property Taxes		510. County Property Taxes	
211. State Lease		511. State Lease	
212.		512.	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	

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.)

This Thursday night R2R Kickoff event at Colfax Tavern will attract hundreds of people, if not a thousand throughout the weekend. These attendees will spend money and increase traffic to the local townships as well. We anticipate over 200 attendees at the kickoff party. Although some will be camping for free that one night only, most of them will be staying in Raton for the entire weekend. There will be a band and activities provided for entertainment on this night.

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

Our objective to attract travelers of all kinds for an 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.

This event promotes our county in a specific motorcycle lifestyle to our area. Which in my experience is a profitable focus group for the entire area.

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

By making this an annual event it ca become a destination that this group of people will most likely plan in advance for future visits to our county.

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

Partner Name	Partner Contribution
Run to Raton	\$ 500
The Lions Club	\$ In-Kind -volunteer time
Colfax Tavern & Diner	\$ 680
	\$

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	R2R Kickoff Event & Fundraiser
Event Date(s)	Thursday July 18, 2024
Facility, Attraction, or Event Organizer Name & Title within Organization	Colfax Tavern & Diner Shelly Quartieri owner
Phone Number of Organizer	505-617-5323
Email of Organizer	colfaxtavern@yahoo.com
Facility, Attraction, or Event Location(s)	Colfax Tavern & Diner 32230 US Hwy 64

Expected Results

Number of participants at your facility, attraction, or event (excluding volunteers and staff)	200
Number of volunteers/staffs at your facility, attraction, or event	5

Specify OTHER revenue sources expected to be contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded

Pre-Facility, Attraction, or Event Form 2

BUDGET REPORT

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

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

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Date of Ad Publication or Item Purchased	Cost
Example: KRTN Radio Station	Satellite Internet/Radio Advertisement	April 15-22, 2021	\$45.00
Example: The World Journal Newspaper	Newspaper Advertisement Promotion	April 10-24	\$60.00
iHeart Media	radio	6/24 to 7/21, 2024	5,000.00
Total Projected Cost of Marketing:			



AMERICA'S #1 AUDIO COMPANY
REACHING 9 OUT OF 10 AMERICANS EVERY MONTH

RADIO · DIGITAL · SOCIAL · PODCASTS · INFLUENCERS · DATA · EVENTS

RUN TO RATIO 2024



**Streaming
Audio**



Paid Social



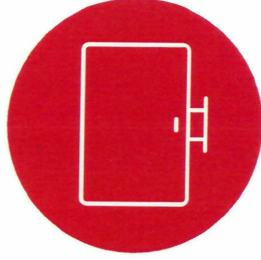
Targeted Display



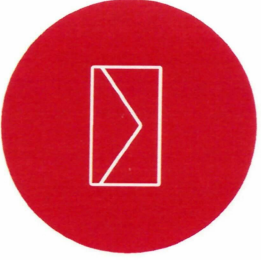
**Broadcast
Radio, TWTN**



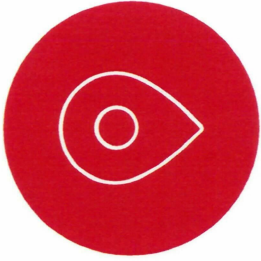
**On-Air
Endorsements**



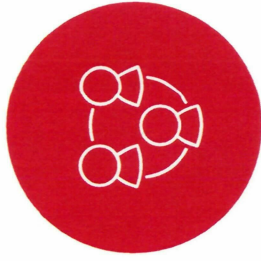
Websites



Targeted Email



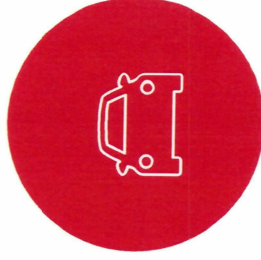
Mobile Geofencing



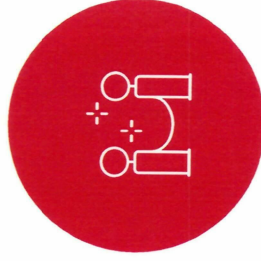
**Social
Influencers**



Podcasting



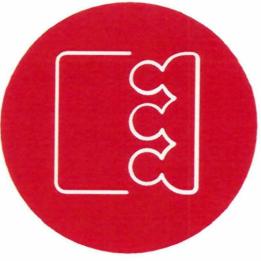
**Automotive
Suite**



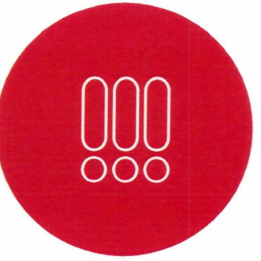
SEM/SEO



**Virtual Events,
Social Contesting**



**Video, OTT,
Connected TV**



Local Lock

We Are The Audio Company America.

EVERYONE IS
INVITED INTO THE
CONVERSATION

#1 IN
PODCASTS
457M
Monthly Downloads

#1 AUDIO
BRAND
IN SOCIAL
7X Larger Than the
Next Competitor

#1 LI
AUDIO ST
5X Digital
Time Sp
the Nex
Compe

#1
BROADCAST
RADIO
9/10
Ad-Supported
Monthly Listeners

PLATFORMS
250+
And 1000+
Connected Devices

Streaming Radio Campaign



**iHeart
MEDIA**

AMERICA'S #1 AUDIO COMPANY
REACHING 9 OUT OF 10 AMERICANS EVERY MONTH

iHeartRadio.com



DIGITAL SNAPSHOT ALBUQUERQUE

ODCASTING UNIVERSE

47%

Monthly

MARKET CORD CUTTERS/CORD NEVERS

61%

Market Total

STREAMED ANY VIDEO

83%

Monthly

iHEART STREAMING

98K

Monthly

iHEART WEBSITE VISITORS

63K

Monthly

iHEART SOCIAL MEDIA

221K

Followers

DIGITAL SNAPSHOT COLORADO SPRINGS

ODCASTING UNIVERSE

44%

Monthly

MARKET CORD CUTTERS/CORD NEVERS

50%

Market Total

STREAMED ANY VIDEO

89%

Monthly

iHEART STREAMING

56K

Monthly

iHEART WEBSITE VISITORS

14K

Monthly

iHEART SOCIAL MEDIA

89K

Followers

¹ Infinite Dial 2023; Scarborough USA+ (Current 6m Only); 2023 R1 (Jun 2022 - May 2023); Colorado Springs radio metro area; ListenFirst, Oct. 2023; Triton Digital, Q3-2023; Adobe, Sep. 2023

DIGITAL SNAPSHOT DENVER

ODCASTING UNIVERSE

54%

Monthly

MARKET CORD CUTTERS/CORD NEVERS

56%

Market Total

STREAMED ANY VIDEO

90%

Monthly

iHEART STREAMING

553K

Monthly

iHEART WEBSITE VISITORS

415K

Monthly

iHEART SOCIAL MEDIA

468K

Followers

Streaming Audio

The iHeart Audience Network is THE one place to reach addressable audiences in premium audio inventory at scale

- Brand safe inventory with advanced targeting options
- Audio ads are served across both live radio and custom station environments
- 150M+ registered iHeart users + access to premium content across publishers like Tunein, Espn and more

Talk to Listeners, One-on-One

75% of US adults listen to streaming audio



CLICK TO PLAY



Source: emarketer, Nov 2021; Mindshare NeuroLab, 2019

iHeart Streaming Campaign

Dates

6/24 – 7/21

Demo

18+

Total Impressions

315K

CAMPAIGN OBJECTIVE

Drive attendance
Run To Raton branding
Create awareness around rally

TARGETING OVERVIEW

4 Hr Radius
Including Denver, Amarillo, ABQ
Country and Classic Rock listeners



Reach your audience Wherever They Are

3-Month Plans

PRODUCT	CPM	FLIGHT	IMPS	Cost
Targeted Streaming	\$16	6/24 - 7/21	315K	\$5000

Colfax County



LODGERS TAX PROJECTS GRANT APPLICATION

APPLICATION FOR REQUESTING FUNDING FOR PROJECTS

1. Complete Project Narrative:

(Provide a complete description of the project, including how this project will bring people into the County.)

This Thursday night R2R Kickoff event at Colfax Tavern will attract hundreds of people, if not a thousand throughout the weekend. These attendees will spend money and increase traffic to the local townships as well. We anticipate over 200 attendees at the kickoff party. Although some will be camping for free that one night only, most of them will be staying in Raton for the entire weekend. There will be a band and activities provided for entertainment on this night.

2. List the objective for your project.

Our objective to attract travelers of all kinds for an event out to our area.

3. Describe how this project promotes Colfax County as a destination which results in overnight stays that include other revenue generating activities in the community.

This event promotes our county in a specific motorcycle lifestyle to our area. Which in my experience is a profitable focus group for the entire area.

4. Describe how this project enhances future promotion of the County as a destination.

By making this an annual event it ca become a destination that this group of people will most likely plan in advance for future visits to our county.

5. List any partners who will provide funding for your project

Partner Name	Partner Contribution
Run to Raton	\$ \$500
Lions Club	\$ In-Kind time
Colfax Tavern & Diner LLC	\$ 680
	\$

6. Provide a detail cost breakdown for the cost of the Project
(Attach a copy of budget, pro-forma, or other financial information)

Shelly Quartieri

 Printed Name

Shelly Quartieri

 Signature

Three written bids will be required for all projects over \$5,000.00

Colfax County



LODGERS TAX PROJECT GRANT COVER SHEET

(Turned in with application 45 days prior to project)

PROJECT TITLE	R2R Kickoff Event & Fundraiser
FUNDING REQUESTED	\$800
BRIEF PROJECT NARRATIVE:	4 Portable toilets to service 200 people for Thursday night R2R Kickoff event at Colfax Tavern

July 18, 2024

PROJECT START DATE

July 19, 2024

PROJECT COMPLETION DATE

Requesting Entity	Colfax Tavern & Diner LLC
Street Address	32230 US Hwy 64
City, State, Zip	Maxwell NM 87728
Project Organizer Contact Person	Shelly Quartieri
Phone Number	505-617-5323
Project Organizer E-mail	colfaxtavern@yahoo.com
Is the project Non-Promotional	Yes or No
Authorized Requestor	Date Signed: 5/28/24

Shelly Quartieri

Printed Name

Shelly Quartieri

Signature

FOR USE BY THE COUNTY ONLY

Total Funding Requested	\$
Eligible for Lodgers Tax Funding	YES or NO
Funding Approved by Lodgers Tax Committee	\$

STATE OF NEW MEXICO
Department of Finance and Administration
LOCAL GOVERNMENT DIVISION

GRANT-IN-AID AGREEMENT SIGN-OFF

Grantee: **Colfax County**

Grant No. **25-D-G-05**

Type: [] Original Agreement

[] Amendment

Program: **[X] Local DWI Grant Program**

[] Other

Documents included for Agreement

- Sign off sheet
- Cover letter
- Grant Agreement
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D & D(1)
- Exhibit G

Documents included for Amendment

- Sign off sheet
- Cover letter
- Grant Amendment
- Exhibit A (if applicable)
- Exhibit C
- Exhibit D & D(1)

This Grant-In-Aid Agreement has been reviewed and approved by:

	Signature	Date
1. Program Manager	<u></u>	<u>5/23/2024</u>
2. Supervisor	<u></u>	<u>5/23/24</u>

Comments:



New Mexico
Department of Finance
and Administration

Governor Michelle Lujan Grisham
Cabinet Secretary Wayne Propst

407 Galisteo St,
Santa Fe, NM 87501
(505) 827-4985

Local Government Division
Jeannette Gallegos, Acting Director

May 23, 2024

VIA EMAIL

The Honorable Commissioner Si Trujillo
Colfax County Commission Chair
230 N. 3rd Street
Raton, NM 87740

Through Ambrosia Trujillo, DWI Coordinator

Dear Commissioner Trujillo:

Attached is the Local Driving While Intoxicated (LDWI) Grant Agreement for the County DWI Program, #25-D-G-05 for your review and approval. **Please note that an original wet or electronic authorized signature is required on page 8 of the Agreement.** Once signed, return the Agreement to the LDWI Program Manager for execution. We will return to you the fully executed Agreement for your files.

Reimbursement requests for expenditures must be completed on the approved LDWI Program forms and include back up documentation for each expenditure.

If you have any questions or require additional information, please call Judy Lovato, LDWI Program Manager at (505) 500-9866 or email at judith.lovato@dfa.nm.gov.

Sincerely,

A handwritten signature in blue ink that reads "Julie M. Fernandez".

Julie Fernandez, LDWI Bureau Chief
Local Government Division

Cc: Monte Gore, County Manager
Jeannette Gallegos, Acting Division Director

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

DWI GRANT AGREEMENT
Program No. 25-D-G-05

THIS GRANT AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Bataan Memorial Building, Suite 201, Santa Fe, New Mexico 87501, hereinafter called the “**Division**,” and the County of Colfax, hereinafter called the “**Grantee**,” collectively called “**the Parties**.”

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, and the Grantee, pursuant to the Local Driving While Intoxicated (“LDWI”) Grant Program Act Sections 11-6A-1 through 11-6A-6, NMSA 1978, as amended (the “Act”) and the LDWI Grant Program Regulations 2.110.4 NMAC (the “Regulations”); and

WHEREAS, on May 1, 2024 the DWI Grant Council awarded the Grantee **\$35,000.00** to support programs, services and activities to reduce the incidence of driving while intoxicated, alcoholism, and alcohol abuse in New Mexico (“Program”); and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I - SCOPE OF WORK

- A. The Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as Exhibit “A”, and made a part of this Grant Agreement.
- B. The Grantee agrees to make no change to the Program Description herein described without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

- A. The term of this Grant Agreement shall become effective **July 1, 2024** and will terminate on **June 30, 2025**.
- B. The General Appropriation Act of 2024, Section 3, General Provisions (C) states: “Amounts set out in Section 4 of the General Appropriation Act of 2024, or so much as may be necessary, are appropriated from the indicated source for expenditure in the fiscal year 2025 for the objects expressed”. Per Section 11-6A-6(E) of the Act, any unexpended funds at the end of a fiscal year revert to the Local DWI Grant Fund.

ARTICLE III - REPORTS

A. Evaluation

1. The Grantee agrees to systematically collect, analyze, and use data to examine programs, initiatives and policies by looking at both the process and the outcomes to assess their effectiveness. The Grantee agrees to review and update the existing evaluation plan periodically throughout the fiscal year.
2. The Grantee agrees that data entered into the DWI Screening Program, which includes the Managerial Data Set (MDS) Database, is complete, accurate and allows the Department of Finance and Administration's (DFA) designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
3. In order that the Division may adequately evaluate the progress of the Local DWI grant program statewide, the Grantee shall provide within 30 days, upon request of DFA's evaluator(s), information and access to program records and records of contractors working for the Grantee, provided that such information will not contain any "individually identifiable health information" as defined by the Standards for Privacy of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, the Regulations promulgated by the Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" or "HIPAA Regulations").

B. Progress Reports

1. In order that the Division may adequately evaluate the progress of the Grant Agreement, the Grantee shall provide periodic quarterly Progress Reports to the Division. The Progress Reports shall contain a narrative and/or bulleted highlights of successes and challenges, a detailed budget breakdown of expenditures to date which includes expenditure back-up documentation, a summary of screening fees collected and/or expended, the DWI Screening Program Quarterly Report, the MDS Quarterly Report, LDWI Planning Council meeting agendas and minutes, attached hereto as Exhibit "B" (Quarterly Progress Report and Certification), and such other information following the objectives of the Grantee's evaluation as may be of assistance to the Division in its evaluation. The first quarterly Progress Report is due **October 31, 2024**.
2. Grantee assures that Progress Reports submitted to the Division will not contain any "individually identifiable health information" in accordance with HIPAA.
3. One copy of the corresponding quarterly Progress Report shall be submitted to the Division no later than **October 31, 2024, January 31, 2025, and April 30, 2025** for review and comment.

C. Final Report

1. The Grantee shall submit to the Division one copy of the Final Report for this Program. The Final Report shall include the information called for in Article III,

Paragraph B(1) and B(2) for the fourth quarter. This requirement shall survive the termination of this Grant Agreement.

2. The Final Report and final reimbursement shall include sufficient detail to evaluate the effectiveness of each program component in the Program and shall be submitted no later than **July 10, 2025.**

D. **Annual Report**

1. The Grantee shall submit to the Division one copy of the Annual Report for this Program. The Annual Report shall include the data from the DWI Screening Program, including the demographic profile of the DWI offender and the MDS data reports for the entire term of the Grant Agreement, highlights for the period, and other information requested by the Division, in the format provided by the Division. This requirement shall survive the termination of this Grant Agreement.
2. The Annual Report shall be submitted no later than **the date determined by the DWI Bureau Chief.**

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of the Grantee's satisfactory completion of all work and services required to be performed under the terms of this Grant Agreement, and in compliance with all other Grant Agreement requirements herein stated, the Division shall pay the Grantee a sum not to exceed **Thirty-Five Thousand Dollars and no Cents (\$35,000.00).** The funds are to be expended in accordance with the proposed budget attached as Exhibits "C" and "C (1)", which by this reference are fully incorporated into this Grant Agreement. It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the budget without the prior written approval of the Division.
- B. It is understood and agreed that if any portion of the funds set forth in Paragraph IV (A) are not expended at the completion of this Grant Agreement period for the purpose designated in this Grant Agreement, the unexpended funds shall revert to the Division for disposition.
- C. All payments will be made on a reimbursement of actual cost basis upon receipt by the Division of individual quarterly Progress Reports accompanied by the following completed forms: Request for Payment Form, attached hereto as Exhibit "D" and "D(1)"; and Detailed Breakdown By Budget Line Item Form, including Screening Fees Collected, attached hereto as Exhibit "G." Request for Payment Forms shall specify all in-kind administrative costs and any capital expenditures.
- D. Payment shall be made only for those services specified in this Grant Agreement and not funded by any other public-entity funding source. **The Grantee shall not bill the Division for the same service or services billed to another funding agency or source.**

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Division, by written notice to the Grantee, shall have the right to immediately

terminate this Grant Agreement at any time if, in the judgment of the Division, the provisions of this Grant Agreement are violated, or the activities described in the Program Description do not progress satisfactorily. In this regard, the Division may demand a refund of all or part of the funds dispersed to the Grantee.

- B. The Parties may modify any and all terms and conditions of the Grant Agreement by mutual written agreement.
- C. Early Termination for Convenience: Except as provided in Article X, Appropriations, and Article V, Paragraph A, above, either the Division or Grantee may terminate this Grant Agreement by providing the other party with a minimum of thirty (30) days' advance, written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Grant Agreement by either party, the Division's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Division's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Grant Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Grant Agreement.

ARTICLE VI - CERTIFICATION

The Grantee hereby assures and certifies that it will comply with all State regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, the Grantee gives assurances and certifies with respect to the grant that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act and the Regulations and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Grant Agreement and provide verification thereof to the Division.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every treatment facility, program or other provider it contracts with to perform the activities that are subject to this Grant Agreement, shall, at all times, comply with all applicable State and federal laws and regulations and any and all licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provision: "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any and all licensure requirements governing its program and facility." The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.

- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978. All professional services, activities or programs provided through a service provider must be implemented through a professional service contract. **The Grantee will submit all Program related contracts, and agreements to the Division for review and approval prior to execution. Amendments to existing contracts must also be submitted to the Division for review and approval prior to execution.**

Without limiting the foregoing, Grantee shall be **required** to complete a request-for-proposal (RFP) for contracts over \$60,000; provided, however, that if the Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed. Sole Source contracts can be utilized if written justification is provided confirming that the organization is the only one in the area that can provide the services, which are uniquely and substantially related to the intended purpose of the contract. The Grantee shall be required to submit to the Division written documentation describing the reason(s) for sole source contracting prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements set forth in the State Procurement Code.

- F. It will adhere to all financial and accounting requirements of the Department of Finance and Administration.
- G. It will comply with all applicable conditions and requirements prescribed by the Division in relation to receipt of State DWI grant funds.
- H. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for any use other than those specified in the scope of work as defined in the Grant Agreement without the prior approval of the Division.
- I. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
- J. It will comply with all applicable HIPAA requirements and regulations.

ARTICLE VII - RETENTION OF RECORDS

All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC. The Grantee shall keep such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for the Grant Agreement period, the purpose for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VIII - REPRESENTATIVES

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

Name: Ambrosia Trujillo
Title: Program Coordinator
Address: 112 N 3rd Street
Raton, NM. 87740

Phone: (575) 446-0672
Email: atrujillo@co.cofax.nm.us

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

Name: Judy Lovato
Title: DWI Program Manager
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 203
Santa Fe, NM 87501

Phone: (505) 500 -9866
Email: judith.lovato@dfa.nm.gov

ARTICLE IX - SPECIAL CONDITIONS

- A. The Grantee shall budget and expend a minimum of **10 percent** of the total DWI grant funding awarded for the twelve-month period in local match/in-kind monies. The Grantee shall not budget administrative expenses except as in-kind match pursuant to the DWI Grant Council's administrative policy. The Grantee hereby budgets **Five Thousand Seven Hundred Fifty Dollars and No Cents (\$5,750.00) (16.43%)** as its matching funds commitment.
- B. The Grantee shall not budget, nor at any time exceed, expenditures greater than **ten percent** of its overall grant funding for capital purchases incurred during the grant period.
- C. The Grantee shall submit to the Division written copies of the description of the **treatment program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the treatment program, including its materials, shall be reported to the Division for its review and comment, as necessary.
- D. The Grantee shall submit to the Division written copies of the description of the **screening program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the screening program, including its materials, shall be reported to

the Division for its review and comment.

- E. The Grantee shall submit to the Division written copies of the description of the **compliance monitoring program protocol by July 31, 2024**, for review and comment. All changes and modifications made to the compliance monitoring program, including its materials, shall be reported to the Division for its review and comment.
- F. The Grantee shall submit **LDWI Planning Council by-laws by July 31, 2024**.
- G. **The Grantee shall enter screening and tracking data online in the DWI Screening Program. Data shall be entered and maintained, at a minimum on a quarterly basis.**
- H. **The Grantee shall enter the prevention and enforcement goals and activities online in the MDS database. Data shall be entered and maintained on a quarterly basis.**
- I. The Grantee shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Grant Agreement. The Grantee shall be liable for its acts or failure to act in accordance with this Grant Agreement, subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, NMSA 1978.

ARTICLE X - APPROPRIATIONS

The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between Grantee and a third party, by giving Grantee written notice of such early termination. The Division's decision as to whether sufficient appropriations are available shall be accepted by the Grantee and shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the Termination Date or early termination date.

ARTICLE XI – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

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

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) grant agreement. If the Division terminates the grant agreement, the County of Colfax may terminate this contract by providing contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the County of Colfax's only liability shall be to pay contractor for acceptable goods and/or services delivered and accepted prior to the termination date.”

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

THIS GRANT AGREEMENT has been approved by:

COLFAX COUNTY

By: _____ Date _____
Authorized Signatory

(Type or Print Name and Position Title)

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

By: _____ Date _____
Jeannette Gallegos, Acting Director

EXHIBIT "A"

PROGRAM DESCRIPTION

Name of Grantee: Colfax
Grant No.: 25-D-G-05
Grant Amount: \$35,000.00

Grantee will provide DWI program activities in the following areas:

1. Community Wellness & Outreach

Programs and services in this component play a pivotal role in improving the community's health and safety by promoting knowledge, healthy practices, resilience, and well-being.

Prevention programs shall focus on the prevention of alcoholism, alcohol abuse, underage drinking, alcohol related domestic violence and DWI. Prevention activities funded with LDWI funds should be either evidence-based or promising activities. DWI programs must be able to document compliance with this requirement. Activities funded by LDWI will be shown to increase life skills and/or decrease risk factors that positively impact the rates of DWI and/or alcohol abuse through assessment, capacity, planning, implementation, and evaluation.

Overtime for law enforcement officers to support DWI operations such as sobriety checkpoints, directed patrols, warrant round ups and underage drinking enforcement may be supported through the LDWI program.

Teen Court is limited to \$40,000 of LDWI funds. All Teen Courts funded through the LDWI program must adhere to the Juvenile Adjudication Fund Guidelines, which can be found on the DFA website.

The LDWI funding supports evaluation of the progress and impact of this component.

2. Treatment

The LDWI funding supports outpatient and/or jail-based treatment services for offenders with alcohol related convictions. LDWI funds may also support preventative treatment services and education for any community member. All treatment services shall reduce the incidence of DWI, alcoholism, alcohol abuse, alcohol misuse and alcohol-related domestic violence.

Treatment providers must be licensed to practice in the State of New Mexico and must follow evidence-based treatment practices. The Children, Youth and Families Department (CYFD) has the statutory authority to oversee the Court Ordered Domestic Violence Offender Treatment and Intervention Programs (DVOTI). Any LDWI program funds used to supplement county DVOTI programs must adhere to the CYFD rule on DVOTI's, NMAC 8.8.7. DVOTI funded programs/personnel must participate in LDWI Planning Council meetings and coalition meetings.

The LDWI funding supports evaluation of the progress and impact of this component.

**EXHIBIT "B" QUARTERLY REPORT CHECKLIST AND CERTIFICATION
DISTRIBUTION/DWI GRANT**

Grantee: _____

Quarter: _____

To be completed by **DWI Coordinator**

To be completed by **LDWI Program Manager**

<i>~Complete and submit electronically in quarterly report~</i>	
Grant: <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation	Grant: _____ Received complete: _____ <input type="checkbox"/> Exhibit D & D(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation
Distribution: <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent	Distribution: _____ Received complete: _____ <input type="checkbox"/> Exhibit F & F(1) <input type="checkbox"/> Exhibit G <input type="checkbox"/> Exhibit G In-Kind <input type="checkbox"/> Backup Documentation <input type="checkbox"/> Backup Documentation of screening fees collected & spent
<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)	<input type="checkbox"/> Planning Council Meeting Agenda and Minutes (Signed) <input type="checkbox"/> Planning Council Meeting Sign in Sheet(s)
<input type="checkbox"/> Successes/Challenges	<input type="checkbox"/> Successes/Challenges
<input type="checkbox"/> Evaluation Update Narrative	<input type="checkbox"/> Evaluation Update Narrative
<i>~COMPLETE IN NOBLE~</i>	<i>~REVIEW IN NOBLE~</i>
<input type="checkbox"/> Enter Law Enforcement activities in MDS <input type="checkbox"/> Enter Prevention information in MDS <input type="checkbox"/> Review MDS Report in NOBLE	<input type="checkbox"/> Review MDS Report <input type="checkbox"/> Law Enforcement <input type="checkbox"/> Prevention
<input type="checkbox"/> Review Database Quarterly Report in NOBLE	<input type="checkbox"/> Review Database Quarterly Report
<input type="checkbox"/> Review and confirm active users in NOBLE	<input type="checkbox"/> Active users in NOBLE confirmed

Under penalty of law, I hereby certify that all payments made from LDWI grant and distribution monies were verified and accounted for by locally implemented policies and controls; no "individually identifiable health information" as defined by the HIPAA Regulations has been included in the report; and that to the best of my knowledge and belief, the information contained in this report is correct and true and that no other funding source is reimbursing these specific expenditures.

Program Representative Signature

Print Name

Date

County/City Official Signature

Print Name

Date

FOR DFA USE ONLY

I certify that I have reviewed the attached documents for accuracy.

LDWI Program Manager Signature

Print Name

Date

**Local DWI Grant Program
Revenue/Expenditure Summary**

Grantee
Colfax County

Grant No.: 25-D-G-05

Total Grant
\$35,000.00

REVENUES BY SOURCE		EXPENDITURES BY LINE ITEM	Grant	In-Kind Match**	TOTAL
		PROGRAM			
Local DWI Program Grant	35,000.00	Personnel Services	0.00	0.00	0.00
		Employee Benefits	0.00	0.00	0.00
In-Kind Match:		Travel (In-State)	0.00	0.00	0.00
Program Generated Fees	2,000.00	Travel (Out-of-State)	0.00	0.00	0.00
County	3,750.00	Supplies	0.00	0.00	0.00
City		Operating Costs	0.00	3,750.00	3,750.00
Judicial/Courts		Contractual Services	35,000.00	2,000.00	37,000.00
Other (list):		Minor Equipment	0.00	0.00	0.00
		Capital Purchases*	0.00	0.00	0.00
TOTAL REVENUES	40,750.00	TOTAL EXPENDITURES	35,000.00	5,750.00	40,750.00

Administrative is allowed only as In-Kind Match

*Capital purchases must have prior approval from DFA/LDWI.

** In-Kind Match must be at least 10% of Grant Expenditure total

10%= 3,500.00

**LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report
by Component**

Grant:

	<u>Budget</u>
Community Wellness & Outreach	15,000.00
Treatment	20,000.00
Alternative Sentencing	0.00
Program Administration	0.00
Totals:	35,000.00

ck 35,000.00

In-Kind Match:

	<u>Budget</u>
Community Wellness & Outreach	0.00
Treatment	5,750.00
Alternative Sentencing	0.00
Program Administration	0.00
Totals:	5,750.00

ck 5,750.00

Tot. Bud. Expd: 40,750.00 ck 40,750.00

Colfax County
PO Box 1498
Raton, NM 87740

505-445-9661
25-D-G-05



LOCAL DWI GRANT PROGRAM
Request For Payment/Financial Status Report

Exhibit D

Payment Request No.: **1**

I. A. Grantee: Colfax County B. Address: PO Box 1498 Raton, NM. 87740 C. Telephone No.: 505-445-9661 D. Grant No.: 25-D-G-05	II. Payment: A. Grant Award: \$35,000.00 B. Funds Received To Date: \$0.00 C. Amount Requested This Payment: \$0.00 D. Grant Balance: \$35,000.00 III. Report Period Ending: Enter Date-->
--	---

35,000.00

Budget Line Items	Grant				Budget Line Items	In-Kind Match			
	Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures		Approved Budget	Expenditures This Request	Remaining Budget	Total YTD Expenditures
Personnel Services	0.00	0.00	0.00	0.00	Personnel Services	0.00	0.00	0.00	0.00
Employee Benefits	0.00	0.00	0.00	0.00	Employee Benefits	0.00	0.00	0.00	0.00
Travel (In-State)	0.00	0.00	0.00	0.00	Travel (In-State)	0.00	0.00	0.00	0.00
Travel (Out-of-State)	0.00	0.00	0.00	0.00	Travel (Out-of-State)	0.00	0.00	0.00	0.00
Supplies	0.00	0.00	0.00	0.00	Supplies	0.00	0.00	0.00	0.00
Operating Costs	0.00	0.00	0.00	0.00	Operating Costs	3,750.00	0.00	3,750.00	0.00
Contractual Services	35,000.00	0.00	35,000.00	0.00	Contractual Services	2,000.00	0.00	2,000.00	0.00
Minor Equipment	0.00	0.00	0.00	0.00	Minor Equipment	0.00	0.00	0.00	0.00
Capital Purchases*	0.00	0.00	0.00	0.00	Capital Purchases*	0.00	0.00	0.00	0.00
TOTALS	35,000.00	0.00	35,000.00	0.00		5,750.00	0.00	5,750.00	0.00

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and the copies of all required documentation are attached, or on file for review. The documentation for this payment is true and reflects correct copies of the originals. All payment requests listed are not funded by any other funding source. The service provider shall not bill the grantee and another funding source for the same client at the same time.

Grantee Fiscal Officer (Printed Name and Title)

Grantee Representative (Printed Name and Title)

Grantee Fiscal Officer (Signature)

Date

Grantee Representative (Signature)

Date

(DFA/Local Government Division Use Only)

Local Government Division Fiscal Officer

Date

Local Government Division Program Manager

Date

LOCAL DWI GRANT PROGRAM
Request for Payment/Financial Status Report
Breakdown By Component

Exhibit D (1)
0

Grantee: Colfax County
 Grant No.: 25-D-G-05
 Request No. 1

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

Grant:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Community Wellness & Outreach	15,000.00	0.00	15,000.00	0.00
Treatment	20,000.00	0.00	20,000.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Program Administration	0.00	0.00	0.00	0.00
Totals:	35,000.00	0.00	35,000.00	0.00

In-Kind Match:

	<u>Budget</u>	<u>This Request</u>	<u>Remaining Budget</u>	<u>Expenditures YTD</u>
Community Wellness & Outreach	0.00	0.00	0.00	0.00
Treatment	5,750.00	0.00	5,750.00	0.00
Alternative Sentencing	0.00	0.00	0.00	0.00
Program Administration	0.00	0.00	0.00	0.00
Totals:	5,750.00	0.00	5,750.00	0.00

Total Expenditures This Reimbursement: 0.00
 Total Expenditures Year to Date: 0.00

Checks: 0.00
0.00

Exhibit G - Grant

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: _____
Grant No.: _____
Request No.: _____

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

Grant Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Personnel Services:				<u>0.00</u>	

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>
Total Employee Benefits:				<u>0.00</u>		

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (In-State):				<u>0.00</u>		

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Travel (Out-of-State):						<u>0.00</u>

Supplies (*List Prevention Giveaways/Promotional Items separately below)

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Supplies:						<u>0.00</u>

***Prevention Giveaways/Promotional Items**

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Operating Costs:						<u>0.00</u>

Contractual Services

<u>Period Covered</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Contractual Services:						<u>0.00</u>

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Minor Equipment:						<u>0.00</u>

Exhibit G- Grant

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>
Total Capital Purchases:					<u>0.00</u>	

Total Grant Fund Reimbursement Request: 0.00

Check: 0.00

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify that the items listed in this report have not been billed or reported previously to the Local DWI Grant & Distribution program. I certify that all payment requests listed are not funded by any other funding source and that the service provider shall not bill this grant/distribution fund and any other funding source for the same service provided to the same client at the same time.

Grantee Representative (Signature)

Title

Date

Exhibit G - Grant In-Kind Match

Detailed Breakdown By Line Item
LOCAL DWI PROGRAM

County/ Municipality: 0
 Grant No.: 0
 Request No.: 0

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

In-Kind Match Expenditures:

PROGRAM

Personnel Services

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Personnel Services:				0.00		

Employee Benefits

<u>Pay Period</u>	<u>Name</u>	<u>Job Title</u>	<u>Document Identifier</u>	<u>Description</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Employee Benefits:				0.00			

Travel (In-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Travel (In-State):				0.00			

Travel (Out-of-State)

<u>Date of Travel & Location</u>	<u>Traveler's Name</u>	<u>Purpose of Travel</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Travel (Out-of-State):				0.00			

Supplies

Exhibit G - Grant In-Kind Match

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Supplies:					<u>0.00</u>		

Operating Costs

<u>Date(s) Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Operating Costs:					<u>0.00</u>		

Contractual Services

<u>Date(s) Incurred</u>	<u>Vendor / Contractor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Contractual Services:					<u>0.00</u>		

Minor Equipment

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Minor Equipment:					<u>0.00</u>		

Capital Purchases

<u>Date Incurred</u>	<u>Vendor</u>	<u>Description</u>	<u>Check Date</u>	<u>Document Identifier</u>	<u>Amount</u>	<u>Component</u>	<u>Amount or Screening Fees Used</u>
Total Capital Purchases:					<u>0.00</u>		

Total In-Kind Match:

Check: 0.00 0.00

Total Screening Fees: 0

I hereby certify to the best of my knowledge and belief, the above information is correct, expenditures are properly documented, required matching funds have been spent/obligated in the reported amount, and that copies of all required documentation are attached. The documentation for this payment is true and reflects correct copies of the originals. I certify

CONTRACT # 06252024

COLFAX COUNTY DWI PROGRAM PREVENTION SPECIALIST CONTRACT

THIS AGREEMENT made and entered into on June 25th, 2024, 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 DANIELLE JO MARTINEZ, 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 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 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, 2024 - June 30, 2025) 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 \$2,083.30.00 per month compensation. Payments shall be made in two payments of \$1,041.65 to

the Prevention Specialist on the fifteenth (15th) and the last day of each month as independent contractor.

The full amount of the monies payable to the Prevention Specialist under this contract and paid by the LDWI Distribution Funds shall not exceed \$25,000.00. 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-eight (28) 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. STATUS OF INDEPENDENT CONTRACTOR

The Prevention Specialist and its agents and/or employees are independent Prevention Specialist s performing professional services for Colfax County and are not employees of Colfax County. The Prevention Specialist 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 Prevention Specialist acknowledges that all sums received hereunder are reportable by the Prevention Specialist for tax purposes, including without limitation, self-employment, and business income tax. The Prevention Specialist agrees not to purport to bind Colfax County unless the Prevention Specialist has express written authority to do so, and then only within the strict limits of that authority.

13. 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.

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 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.

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 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.

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 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.

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 Prevention Specialist 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, Prevention Specialist 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 Prevention Specialist 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 Prevention Specialist 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:

Prevention Specialist,
Danielle Jo Martinez
1520 Turnesa Street
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, Danielle Jo Martinez

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 month's activities and goals completed.**

CONTRACT # 06252024

COLFAX COUNTY DWI PROGRAM

Compliance Officer

THIS AGREEMENT made and entered into on June 25th, 2024, 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 JESSICA CANDELARIO, hereinafter called "Court Compliance Officer" or "CCO".

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 COURT COMPLIANCE OFFICER

The County hereby employs the Court Compliance Officer, and the Court Compliance Officer 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 CCO duties as defined in the DWI Program CCO list of duties/job description (see Attachment A).

Performance of this contract shall be for a period of one (1) fiscal year (July 1, 2024 - June 30, 2025) 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 COURT COMPLIANCE OFFICER

The Court Compliance Officer will render professional services as defined by the Colfax County DWI Program as set forth in Attachment A hereto. The CCDWI Program CCO will be primarily responsible for the execution of the LDWI Grant CCO services. Ensuring DWI Offenders adhere to all court ordered mandates.

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

4. PAYMENTS TO THE COURT COMPLIANCE OFFICER

The County shall pay the Court Compliance Officer in full payment for services rendered \$2,500.00 per month compensation. Payments shall be made in two (2) payments of \$1,250.00 to the Court Compliance Officer on the fifteenth (15th) and the last day of each month as an independent contractor.

The full amount of the monies payable to the CCO under this contact shall not exceed \$30,000. The Court Compliance Officer 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 CCO contract through a Contract Amendment and provide an amended contract to the CCO and Colfax County. This amount is a maximum and not a guarantee that the work assigned to be performed by Court Compliance Officer under this Agreement shall equal the amount stated herein. Court Compliance Officer is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation. In no event will the Court Compliance Officer 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.

Court Compliance Officer 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 Court Compliance Officer that payment is requested, it shall provide the Court Compliance Officer a letter of exception explaining the defect or objection to the services and outlining steps the Court Compliance Officer 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 Court Compliance Officer's compensation shall be prorated to the date of termination and the Court Compliance Officer 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 Court Compliance Officer's receipt of the notice of termination, if Colfax County is the terminating party, or the Court Compliance Officer's sending of the notice of termination, if the

Court Compliance Officer 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 Court Compliance Officer 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 Court Compliance Officer if the Court Compliance Officer becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Court Compliance Officer 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 COURT COMPLIANCE OFFICER'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 Court Compliance Officer.

B. Immediately upon receipt by either Colfax County or the Court Compliance Officer of notice of termination of this Agreement, the Court Compliance Officer 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 Court Compliance Officer 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 Court Compliance Officer'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 COURT COMPLIANCE OFFICER

The Court Compliance Officer agrees to the performance required by the terms of this Court Compliance Officer contract. In the event the Court Compliance Officer fails to comply with this contract, the Court Compliance Officer 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 Court Compliance Officer. The factors of the beyond control by the Court Compliance Officer 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 Court Compliance Officer.

11. RECORDS AND FINANCIAL AUDIT

The Court Compliance Officer shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Court Compliance Officer'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 Court Compliance Officer and its agents and employees are independent Court Compliance Officer s performing professional services for Colfax County and are not employees of Colfax County. The Court Compliance Officer 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 Court Compliance Officer acknowledges that all sums received hereunder are reportable by the Court Compliance Officer

for tax purposes, including without limitation, self-employment and business income tax. The Court Compliance Officer agrees not to purport to bind Colfax County unless the Court Compliance Officer has express written authority to do so, and then only within the strict limits of that authority.

13. SUBCONTRACTING

The Court Compliance Officer 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 Court Compliance Officer 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 Court Compliance Officer 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 Court Compliance Officer 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. INSURANCE

The Court Compliance Officer 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.

20. WAIVER OF SUBROGATION

Without affecting any other rights or remedies, Court Compliance Officer 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 Court Compliance Officer 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 Court Compliance Officer 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 express 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:

Court Compliance Officer:
Jessica Candelario
925 Oak Street Trailer #13
Raton, NM 87740

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

24. AUTHORITY

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

Court Compliance Officer, Jessica Candelario

Date

ATTACHMENT A

Compliance Officer Duties

The following duties are those of the Compliance Officer. Duties are not all inclusive.

The Compliance Officer will perform a variety of technical administrative duties as needed to monitor and assure DWI offenders are compliant with court ordered judgments and penalties.

Supervision Received:

The Compliance Officer works under the general supervision of the DWI Program Coordinator and the Chief Court Clerk.

Essential Functions:

Performs comprehensive case management and compliance monitoring for DWI offenders within the county; receives case information as provided by the judicial system; determines participant requirements for arraignments and coordinates offender attendance; attends arraignments to begin offender monitoring process.

Receives offender documentation and begins paperwork processing related to conditions of release, payment of fines, issuances of warrants, non-compliance penalties, treatment options, and related pre-screening and assessment processes; secures releases of offenders as allowed. Compliance Officer will also conduct screening assessment for all new clients.

Monitors court docketing and case scheduling; attends pre-trials and trials; receives court judgments; processes offenders through intake phases and establishes compliance guidelines; utilizes results of court judgments and sentences to develop individual compliance plans and meets with offenders to communicate expectations for behavior and compliance.

Provides offender education related to various court ordered services and offender services; provides offender referrals to various local service providers including counseling, mental health treatment, community service, DWI school, etc.; and receives probation fees and makes deposits meeting the 24-hour requirements as set forth by the state.

Monitors offender compliance with established performance plans; tracks offender attendance at prescribed schools, monitors service hours, etc.; assigns community service projects; may petition the court for extensions based upon offenders progress; communicates with judges and court personnel related to case detail; requests orders to show cause or obtains warrants as needed to assure compliance; upon satisfaction of court judgment and sentence, closes cases and confirms closed status with courts.

Maintains various client records; and utilizes various components of the law enforcement and justice system network as needed to assure efficient and effective offender compliance and facilitate monitoring.

Operates personal computer and various software applications; tracks histories; monitors and records financial details, enters fees, and receipts collections, updates computer software records.

CONTRACT # 06252024

COLFAX COUNTY DWI PROGRAM

Program Coordinator

THIS AGREEMENT made and entered into on June 25th, 2024, 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 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 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, 2024 - June 30, 2025) 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 as independent contractor.

The full amount of the monies payable to the Coordinator under this contact 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. STATUS OF INDEPENDENT CONTRACTOR

The Coordinator and its agents and employees are independent Coordinator s performing professional services for Colfax County and are not employees of Colfax County. The Coordinator 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 Coordinator acknowledges that all sums received hereunder are reportable by the Coordinator for tax purposes, including without limitation, self-employment and business income tax. The Coordinator agrees not to purport to bind Colfax County unless the Coordinator has express written authority to do so, and then only within the strict limits of that authority.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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 Coordinator 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, Coordinator 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 Coordinator 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 Coordinator 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:

Coordinator:
Ambrosia Trujillo
828 Vermejo 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

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 # 06252024

COLFAX COUNTY DWI PROGRAM TREATMENT PROVIDER CONTRACT

THIS AGREEMENT made and entered into on June 25th, 2024, 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, 2024 - June 30, 2025) 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 24th 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.

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is entered into effective as of the 1st day of June between Vigil-Maldonado Detention Center Colfax County Detention Center (the "Contractor VMDC"), and Leona M. Herrell FNP-C, PMHNP-BC ("Independent Contractor"), duly licensed by the State of New Mexico.

WHEREAS, ~~Colfax County Detention Center~~ The VMDC desires to engage the services of the Independent Contractor, Leona M. Herrell FNP-BC, PMHNP-BC on the terms and conditions hereinafter set forth, and the Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC agrees to provide such services;

NOW THEREFORE, in consideration of the promises and mutual covenants herein contained, ~~Contractor, Colfax County Detention Center~~ The VMDC and Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC covenant and agree as follows:

Term.

Subject to the termination clause of the Agreement, tThe term of this Contract shall commence on the 1st day of June 2024, and shall will remain in effect for twelve (12) consecutive months ("Initial term"). This Agreement may be renewed annually by executing mutual agreement at the anniversary date of the Initial Term up to four (4) successive one-year periods including the initial term.

~~continue until terminated by either Contractor or Independent Contractor as set forth below.~~

COMPENSATION:

The Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC shall be compensated for services rendered by the Independent Contractor at the following rates:

\$55,000.00 Annually

For psychological service including assessments, evaluations, counseling/therapy, medication management, follow up assessments, quarterly meetings, 24 hour a day 365 day on-call coverage, documenting, urgent/emergent psychiatric services, and administrative services. The Independent Contractor, Leona M. Herrell FNP-BC, PMHNP-BC shall be paid on the ~~Contractor's, Colfax County Detention Center~~ The VMDC's regular pay day or monthly. The Independent Contractor, Leona M. Herrell FNP-BC, PMHNP-BC agrees to pay all federal and state taxes, Social Security, FICA assessments and other governmental charges arising from his receipt of payment

by ~~Contractor, Colfax County Detention Center~~the VMDC. If applicable, the Independent Contractor shall notify the VMDC when the amount has been reached.

DUTIES:

Independent Contractor, Leona M. Herrell FNP-BC shall provide psychological services to ~~Colfax County Detention Center~~the VMDC inmates as shall be assigned by ~~Contractor, Colfax County Detention Center~~the VMDC. Days worked will be determined by both parties. Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC may elect to work additional dates and times as permitted by the ~~Contractor, Colfax County Detention Center~~VMDC. Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC shall notify ~~Contractor, Colfax County Detention Center~~the VMDC in advance of any vacation schedule.

Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC shall comply with federal and state laws governing the practice of professional services and shall also comply with ~~Contractor's~~the VMDC working rules and regulations as well as VMDC Warden's written or oral directives; however, Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC shall use her professional training and judgment in the treatment of patients assigned to her.

RECORDS:

Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC will maintain appropriate records relating to all services rendered. Such records shall be the sole property of ~~Colfax County Detention Center~~the VMDC; however, ~~Colfax County Detention Center~~The VMDC shall make copies of such records available to Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC in the event of legal action. Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC shall bear the cost of such copies at the rate normally charged by ~~Colfax County Detention Center~~the VMDC for patient copies of records. ~~Colfax County Detention Center~~the VMDC will retain such records as required by law. Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC will reimburse ~~Colfax County Detention Center~~the VMDC for any costs or other expenses incurred on account of Independent Contractor, Leona M. Herrell's failure to maintain records as required by law or contract.

FACILITIES:

~~Colfax County Detention Center~~The VMDC will provide telepsychiatry equipment at the facility, including electronic medical records. ~~Colfax County Detention Center~~The VMDC will also provide medical personnel suitable for the performance of Independent Contractor, Leona M. Herrell's duties in ~~Colfax County Detention Center~~the VMDC's sole discretion.

MALPRACTICE INSURANCE:

During the term of this agreement, Independent Contractor, Leona M. Herrell FNP-C, PMHNP-BC shall maintain, at her expense, malpractice insurance coverage in an amount no less than One Million Dollars per occurrence and Three Million Dollars aggregate.

INDEPENDENT CONTRACTOR EXPENSES:

Independent Contractor. Leona M. Herrel shall provide and pay her professional fees, dues, and continuing education, as well as access and maintenance of her own personal computer.

Except as required to perform Independent Contractor's duties herein, Independent Contractor will not use, disseminate, disclose, copy, or obtain a copy of any patient or client files.

TERMINATION:

Either party may terminate this Agreement at any time after giving thirty (30) days prior written notice, unless such termination is for cause. Grounds for termination for cause include suspension, restriction or loss by Independent Contractor of his or her license to practice and ~~or~~ any act of the Independent Contractor that ~~Contractor~~ the VMDC considers materially harmful to the Practice. No notice is required if this agreement is terminated for cause.

Independent Contractor agrees to immediately notify ~~Contractor~~ the VMDC in the event Independent Contractor's license to practice is canceled, suspended, or otherwise impaired or investigated by any licensing Board.

Further, during and after the term of this agreement, Independent Contractor agrees ~~that she~~ that she will not disclose confidential or business information concerning the ~~Contractor~~ VMDC including identification of employees, patient lists, contracts, fee schedules, referral sources, practice financial and income information, special processes, supply sources, or future practice plans.

In the event of such termination, the VMDC shall contact Independent Contractor and request the Independent Contractor's compensation shall be prorated to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Independent Contractor become unable to perform the services contracted for, as determined by the VMDC or if, during the term of this Agreement, the Independent 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 INDEPENDENT CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

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

ENTIRE AGREEMENT:

This Agreement sets forth the entire understanding between the parties, and any prior conversation or writing is merged herein and extinguished. No subsequent amendment to this Agreement shall be binding on either party unless reduced to writing and signed by both parties hereto.

SEVERABILITY:

In the event any section of this Agreement shall be adjudged invalid, unethical, or unconstitutional, such adjudication shall in not affect the other sections, which shall remain in full force and effect as if the section so declared or adjudged invalid were not originally part hereof. Assignment: The provisions of this agreement shall be assigned only by Contractor.

Assignment.

This Agreement 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.

Hold Harmless.

The Independent 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 The Independent Contractor' 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.

Records and Financial Audit.

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

Status of Independent Contractor.

The Independent Contractor are independent contractor for Colfax County/VMDC and are not employees of Colfax County/VMDC. The Independent 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 Independent Contractor acknowledge that all sums received hereunder are reportable by the Independent Contractor for tax purposes, including without limitation, self-employment and business income tax. The Independent Contractor agrees not to purport to bind Colfax County/VMDC unless the Independent Contractor has express written authority to do so, and then only within the strict limits of that authority.

Subcontracting

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

Conflict of Interest; Governmental Conduct Act.

The Independent 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.

The Independent 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.

Applicable Law.

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

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.

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 Independent Contractor

VMDC

Regina Slade, Warden

Vigil-Maldonado Detention Center

444 Hereford Street

Raton NM 87740

Phone: (575) 445-3691

-

IN WITNESS WHEREOF: the parties hereto have executed this Agreement the day and year first written.

This _____ day of _____, 2024.

-

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

X

~~x~~

Independent Contractor
Name/title and Address

~~Contractor~~

Board of Commissioners



Colfax County

New Mexico

Dist. 1: Si Trujillo
Chairman
505-617-6893
strujillo@co.colfax.nm.us

Dist. 2: Mary Lou Kern
Vice Chair
505-617-6895
kern@co.colfax.nm.us

Dist. 3: Bret E. Wier
Member
505-652-0039
bwier@co.colfax.nm.us

RESOLUTION #2024-22

ADOPTING THE FY 2026-2030 INFRASTRUCTURE CAPITAL IMPROVEMENT PLAN (ICIP)

- WHEREAS,** the County of Colfax recognizes that the financing of public capital projects has become a major concern in New Mexico and nationally; and
- WHEREAS,** in times of scarce resources, it is necessary to find new financing mechanisms and maximize the use of existing resources; and
- WHEREAS,** systematic capital improvements planning is an effective tool for communities to define their development needs, establish priorities and pursue concrete actions and strategies to achieve necessary project development; and
- WHEREAS,** this process contributes to local and regional efforts in project identification and selection in short and long range capital planning efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY OF COLFAX THAT:

1. Colfax County has adopted the attached FY 2026-2030 Infrastructure Capital Improvement Plan, and
2. It is intended that the Plan be a working document and is the first of many steps toward improving rational, long-range capital planning and budgeting for Colfax County's infrastructure.
3. This Resolution supersedes Resolution No.2023-31.

County Manager – Monte K. Gore

mgore@co.colfax.nm.us

P.O. Box 1498
Raton, New Mexico 87740

Office. 575-445-9661

Fax. 575-445-2902

www.co.colfax.nm.us

Board of Commissioners



Colfax County
New Mexico

Dist. 1: Si Trujillo
Chairman
505-617-6893
strujillo@co.colfax.nm.us

Dist. 2: Mary Lou Kern
Vice Chair
505-617-6895
kern@co.colfax.nm.us

Dist. 3: Bret E. Wier
Member
505-652-0039
bwier@co.colfax.nm.us

PASSED, APPROVED, AND ADOPTED IN OPEN MEETING THIS 25TH DAY OF JUNE 2024.

COLFAX COUNTY BOARD OF COMMISSIONERS

SI TRUJILLO, CHAIRMAN

MARY LOU KERN, VICE-CHAIR

BRET WIER, MEMBER

ATTEST:

RAYETTA M. TRUJILLO, CLERK OF THE BOARD

County Manager – Monte K. Gore

mgore@co.colfax.nm.us

P.O. Box 1498
Raton, New Mexico 87740

Office. 575-445-9661

Fax. 575-445-2902

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Infrastructure Capital Improvement Plan FY 2026-2030

Colfax County Project Summary

ID	Year	Rank	Project Title	Category	Funded						Total	Amount	Phases?
					to date	2026	2027	2028	2029	2030	Project Cost	Not Yet Funded	
41717	2026	001	Network Infrastructure Upgrades	Equipment - Other	0	500,000	0	0	0	0	500,000	500,000	No
40808	2026	002	New Main Fire Station for Moreno Valley Fire Distr	Facilities - Fire Facilities	0	3,000,000	0	0	0	0	3,000,000	3,000,000	No
42779	2026	003	Bridge Replacement-CR A62 Irrigation Crossing	Transportation - Highways/Roads/Bridges	0	216,000	0	0	0	0	216,000	216,000	No
14450	2026	004	Improve Low Water Crossing-Canadian River/Tinaja	Transportation - Highways/Roads/Bridges	0	1,750,000	0	0	0	0	1,750,000	1,750,000	No
42780	2026	005	New Colfax County Roads Department Building	Facilities - Public Safety Facilities	0	860,000	0	0	0	0	860,000	860,000	No
42781	2026	006	Purchase & Equip Law Enforcement Vehicles -Sheriff	Vehicles - Public Safety Vehicle	0	550,000	0	0	0	0	550,000	550,000	No
42782	2026	007	Purchase & Equip Transport Vehicles-VMDC	Vehicles - Other	0	125,000	0	0	0	0	125,000	125,000	No
42783	2026	008	Purchase Angel Fire Airport Snow Removal Equipment	Equipment - Public Safety Equipment	0	412,000	0	0	0	0	412,000	412,000	No
42784	2027	001	Security Enhancements -Clerk & County Office Bldgs	Equipment - Other	0	0	500,000	0	0	0	500,000	500,000	No
42785	2027	002	Parking Lot and Entry Improvements-VMDC	Facilities - Other	0	0	400,000	0	0	0	400,000	400,000	No
10815	2027	003	Colfax County Courthouse Renovation	Facilities - Administrative Facilities	0	0	855,500	0	0	0	855,500	855,500	No

Infrastructure Capital Improvement Plan FY 2026-2030

42786	2027	004	Purchase & Equip Vehicle - Emergency Management	Vehicles - Public Safety Vehicle	0	0	60,000	0	0	0	60,000	60,000	No
42787	2028	001	Purchase & Equip Vehicles - Road Department	Vehicles - Public Safety Vehicle	0	0	0	225,000	0	0	225,000	225,000	No
42788	2028	002	Judicial Center Building & Parking Lot Improvements	Facilities - Other	0	0	0	550,000	0	0	550,000	550,000	No
32828	2028	003	Developmentally Disabled Workshop Building Improve	Facilities - Other	0	0	0	220,000	0	0	220,000	220,000	No
10067	2029	001	Colfax County Health Clinic Projects/Upgrades	Facilities - Other	0	0	0	0	409,627	0	409,627	409,627	No
13218	2029	002	Taos Colfax Community Services Projects/Upgrades	Facilities - Other	0	0	0	0	345,000	0	345,000	345,000	No
42789	2030	001	Enclose Disciplinary Unit at VMDC	Facilities - Other	0	0	0	0	0	100,000	100,000	100,000	No

Number of projects: 18

	Funded to date:	Year 1:	Year 2:	Year 3:	Year 4:	Year 5:	Total Project Cost:	Total Not Yet Funded:
Grand Totals	0	7,413,000	1,815,500	995,000	754,627	100,000	11,078,127	11,078,127

**New Entity Contacts with Access /
Permission for Access - New Contact /
CPMS User Access Form**

(Must be a political subdivision of the state - municipality, county, special district, tribe, or senior center facility.)

<input type="checkbox"/> Current ICIP User
<input type="checkbox"/> Additional ICIP User
<input type="checkbox"/> New ICIP Entity
<input type="checkbox"/> CPMS Access Only

Choose Entity Type from dropdown below:

Entity Type:

Special District Category:

_____ (Entity Name) agrees to provide the following agency or individual the authority to enter/edit the Infrastructure Capital Improvement Plan (ICIP) database for the **2026-2030** Plan for this entity.

Person with signatory authority for this local government entity to give such permission (Please note: Cannot list same contact twice, all fields must be completed and this form expires one year after completed).

Name: _____ Title: _____

Entity/Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____ County: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

Agency or individual who has been given authority to enter the ICIP data on behalf of said entity:

Name: _____ Title: _____

Entity/Agency Name: _____

Address: _____

City: _____ State: _____ Zip: _____ County: _____

Phone: _____ Email: _____

Signature: _____ Date: _____

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
2023 REGIONAL RECREATION CENTERS/QUALITY OF LIFE GRANT
SUBRECIPIENT AGREEMENT AMENDMENT NO. 1**

**SUBRECIPIENT AGREEMENT BETWEEN THE DEPARTMENT OF FINANCE AND
ADMINISTRATION AND COLFAX COUNTY**

Subrecipient Agreement No. **23-ZH5053-12**
Project Title: **Colfax County Event Center Upgrades**

THIS AMENDMENT, hereinafter referred to as the “Amendment,” is made and entered into by and between the Department of Finance and Administration, State of New Mexico, acting through the Local Government Division, Suite 202, Bataan Memorial Building, Santa Fe, New Mexico 87501, hereinafter referred to as the “Division” and the COLFAX COUNTY, hereinafter referred to as the (“Subrecipient”). This Amendment shall be effective as of July 1, 2024.

RECITALS

WHEREAS, on April 7, 2023, the Governor of New Mexico, Michelle Lujan Grisham signed into law the allocation of \$40,000,000 for the Regional Recreation Centers/Quality of Life grants statewide; and

WHEREAS, the Grantee and the Division entered into a grant agreement, effective 1/26/2024, in the amount of \$940,000.00 for Colfax County Event Center Upgrades; and

WHEREAS, on March 6, 2024, the Governor of New Mexico, Michelle Lujan Grisham signed into law to change the period of time for expending the state fiscal recovery fund award appropriation from June 30, 2024 to align with the State Fiscal Recovery Fund; and

WHEREAS, the Grantee and the Division desire to memorialize through this Amendment the terms and conditions upon which the new reversion date is officially changed to June 30, 2026.

IN WITNESS WHEREOF, the parties do hereby execute this Amendment.

THIS AMENDMENT has been approved by:

SUBRECIPIENT:

Chief Elected Official/Authorized Signatory

Date

Print Name/Title

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

Jeannette Gallegos

Date

Acting Division Director