

Board of Commissioners



Colfax County
New Mexico

Dist. 1: Si Trujillo
Member
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: Todd Tatum
Chairman
505-652-0039
ttatum@co.colfax.nm.us

AMENDED AGENDA REGULAR MEETING MARCH 10, 2025

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Regular Session on Monday, March 10, 2025, 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 County Clerk's Office or 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 Regular Meeting Minutes February 25, 2025.
6. Recognize Visitors.
7. Public Comment.
8. Discussion/Action – Approve Expenditures
9. Discussion/Action – Approve Expenditures Pursuant to Resolution No.2022-49.
10. Discussion/Action – Indigent Care Claims.
11. Discussion/Action – Clinical Affiliation Agreement between Santa Fe Community College and Colfax County Health Council.
12. Discussion/Action – Protest Board Appointments.
13. Discussion/Action – Reassignment of Old Treasures Office.
14. Discussion/Action – Resolution **2025-021**, Amending Resolution 2025-020 Open Meetings Act Resolution.
15. Discussion/Action – Resolution **2025-022**, Solid Waste Coordinator Compensation.
16. Discussion/Action – Resolution **2025-023**, Indigent Care Coordinator Compensation.
17. Discussion/Action – Resolution **2025-024**, Expressing support for local government control and participation as a cooperating agency under the Nation Environmental Policy Act (NEPA).
18. Discussion/Action – Resolution **2025-025**, Accepting State Road Fund Cooperative Agreement. Control No. HW2LP40039. Additional Funds Bartlett Mesa Subdivision Paving Project.
19. Discussion/Action – Resolution **2025-026**, County Road Extension on Cooperative Agreement Bartlett Mesa (LP 40039). Resolution Replacing 2025-10, County Roads Extensions on Cooperative Agreements.

Acting County Manager – Si Trujillo

P.O. Box 1498
Raton, New Mexico 87740

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20. Discussion/Action – Resolution **2025-027**, County Road Extension on Cooperative Agreement Blosser Gap (LP 40023). Resolution Replacing 2025-10, County Roads Extensions on Cooperative Agreements.
21. Discussion/Action – Resolution **2025-028**, Accepting Amendment No.1 for Project AXX-24-01. Aircraft Hangar Construction and Repairs.
22. Discussion/Action – Resolution **2025-029**, Accepting First Amendment to Local Government Transportation Project Fund. Control No. LP40039. Bartlett Mesa
23. Discussion/Action – Resolution **2025-030**, Accepting First Amendment to Local Government Transportation Project Fund. Control No. LP40023. Blosser Gap
24. Discussion/Action – Memorandum of Understanding between the Alternatives to Violence and Vigil Maldonado Detention Center.
25. Discussion/Action – Agreement for Inmate Confinement between Colfax County and County of Union.
26. Discussion/Action – Agreement for Inmate Confinement between Colfax County and County of Roosevelt.
27. Discussion/Action – Agreement for Inmate Confinement between Colfax County and County of Taos.
28. Discussion/Action – Agreement for Inmate Confinement between Colfax County and County of San Miguel.
29. Discussion/Action – Agreement for Inmate Confinement between Colfax County and the Village of Angel Fire.
30. Discussion/Action – Agreement for Inmate Confinement between Colfax County and City of Clayton.
31. Discussion/Action – Agreement for Inmate Confinement between Colfax County and City of Raton.
32. Discussion/Action – Property Use and Liability Agreement with Colfax County and Raton Mainstreet, International Santa Fe Trail Balloon Rally.
33. Discussion/Action – Lodgers’ Tax Committee.
34. Discussion/Action – Lodgers’ Tax Promotional Funding Request, The 2025 Charcoal Burner Race at Vermejo Park Ranch Promotional Application.
35. Discussion/Action – Lodgers’ Tax Promotional Funding Request, LMNOC Broadcasting, Promotional Application.
36. Discussion/Action – Financial Report.
37. Discussion/Action – Budget Report.
38. Discussion/Action – Grants Report.
39. Discussion/Action – Resolution **2025-031**, Transfers, Various Funds.
40. Discussion/Action – Resolution **2025-032**, Budget Adjustment, Various Funds.

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41. Discussion/Action – Section 4 Salaries, Compensation, and Benefits 4.1 Compensation
First sentence to be changed to: Elected officials' salary increases shall be governed by the Board of County Commissioners. Paragraph 2: First deputy salaries shall equal the elected official's salary but not exceed 10% above the elected official.
42. Discussion/Action – Fill two vacancies for the Sheriff's Office.
43. Discussion/Action – Job Description for County Manager and advertising of position.
44. Discussion/Action – Hire of Interim County Attorney.
45. Closed Session Pursuant to NMSA 1978, Section 10-15-1H (7), Pending Litigation, Colfax County v. Roadrunner Health Services, LLC and Mary Lou Kern
46. Discuss/Action – Open Session Pursuant to NMSA 1978, Section 10-15-1H (7), Pending Litigation, Colfax County v. Roadrunner Health Services, LLC and Mary Lou Kern
47. Manager's Docket.
48. Commissioner's Docket.
49. Adjourn.

If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Manager's Office at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Manager's Office if a summary or other type of accessible format is needed.

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CLINICAL AFFILIATION AGREEMENT
Between
SANTA FE COMMUNITY COLLEGE
And
COLFAX COUNTY HEALTH COUNCIL

This Clinical Affiliation Agreement is entered into on March 1, 2025 by and between Santa Fe Community College and Colfax County Health Council.

RECITALS

WHEREAS, the School desires to provide clinical education experiences conducted in actual patient care or patient service facilities for Students enrolled in the various health care instructional Programs (the “Program” or “Programs”) provided by School, in addition to School’s classroom instruction;

WHEREAS, the Clinical Facility wishes to provide such clinical education experience;

WHEREAS, both parties wish to enter this Agreement to establish their responsibilities in regard to the Program(s);

THEREFORE, in consideration of their mutual interests, the parties agree as follows:

1. School Responsibilities

- A. The School will provide Faculty or contract services (collectively, the “Faculty”) sufficient for Clinical Facility personnel to implement the Program.
- B. The School will identify a Faculty member as a designated representative (the “Designated Representative”) to administer the School’s responsibilities related to the Program(s) and to oversee Students’ clinical education experience. Designated Representatives for the School are listed by Program on **Attachment A**. The Designated Representative will:
 - 1) Plan assignments of clinical practice and other learning experiences according to Students’ Curriculum needs.
 - 2) Plan for application of theory to practice in cooperation with Clinical Facility personnel in the assignment of Students for care of selected patients.
 - 3) Direct Students to comply with the policies and procedures of the Clinical Facility, including those governing privacy, standards of Student health, proper attire, and the wearing of identification badges.
 - 4) Furnish designated Clinical Facility personnel with a schedule of dates and hours for clinical practice as well as a list of eligible Students with their telephone numbers.
 - 5) Meet as deemed necessary with designated personnel of the Clinical Facility for discussions and evaluations of the Students.

- C. Instruction students to be current in Healthcare Provider level of CPR and trained in OSHA Blood-Borne Pathogens prior to assignment to the Clinical Facility.
- D. The School will instruct all Students and, as applicable to the Program, Faculty to provide the School with criminal background checks, tests for use of illegal drugs and un-prescribed prescription medication and required immunizations in accordance with regulations applicable to each Program, or as required by the Clinical Facility. The Clinical Facility shall notify the School in writing as to which immunizations are required. The School will maintain records of the criminal background check and immunizations for each Student and will provide them to the Clinical Facility upon request.

2. Clinical Facility Responsibilities

- A. The Clinical Facility will provide advice on Program development and improvement for the Program.
- B. The Clinical Facility will permit Faculty and Students to use its patient care facilities for Students' learning experiences.
- C. The Clinical Facility will permit visitation of clinical facilities by representatives of approval and accreditation agencies.
- D. The Clinical Facility will assume primary responsibility for the proper care of patients. Students will not replace staff or give service to patients other than in an educational context.
- E. The Clinical Facility will ensure students are supervised.
- F. The Clinical Facility will meet as necessary with the Designated Representative to discuss and evaluate Student progress.
- G. The Clinical Facility will provide the following:
 - 1) Access to medical records for the educational use of Students and Faculty, subject to the Clinical Facility rules and laws regarding patients' rights of privacy.
 - 2) Access to the same food services as are available to the Clinical Facility staff.
 - 3) Reasonable use of the parking areas.
 - 4) Appropriate references books and procedure manuals.
 - 5) Emergency medical care to Students and Faculty at established Clinical Facility charges.

3. General Provisions

- A. Programs that are part of this Agreement are identified in **Attachment A**.
- B. As between the parties, each party will be responsible for claims or damages arising from personal injury or damage to persons or property to the extent they result from negligence of that party's employees or (in the case of School) Students. The School will maintain

liability insurance covering Faculty and Students in the Program in the amounts required by, and subject in all cases to the immunities and limitations of, the New Mexico Tort Claims Act 1978,

NMSA 1978 §§ 41-4-1 through -29, and any amendment thereto. The School will furnish proof of such coverage to the Clinical Facility upon request.

- C. The parties will comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142, and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to each other party to the extent required for determining compliance with Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients. School will direct its Faculty and Students to comply with the policies and procedures of the Clinical Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining School Faculty and Student's role in relation to the use and disclosure of the Clinical Facility's protected health information, School Faculty and Students are defined as members of the Clinical Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, School Faculty and Students are not and will not be considered employees of the Clinical Facility.
- D. The parties agree that they are independent contractors. In no event will this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties, and nothing contained in this Agreement will be construed to authorize either party to act as agent to the other. No Student will look to the Clinical Facility for any salary, and Students participating in the Program who become injured while in the Clinical Facility will not be employees for purposes of workers' compensation benefits, disability benefits, or any similar payments.
- E. Notwithstanding the foregoing, if any Student assigned to the Program is injured by a needle stick or otherwise exposed to infectious disease in the performance of his or her Student duties, the Clinical Facility will at the Clinical Facility's expense perform laboratory tests necessary to determine the result to the Student of such needle stick or other exposure. Any Student so injured or exposed will follow the Clinical Facility's established protocol for such injury or exposure.
- F. In any case where the Clinical Facility administrator determines that a Student's performance is unsatisfactory so as to result in possible danger to the Student or patients, or the Student's health is hazardous to patients or personnel, the administrator will so advise the Student and the appropriate Faculty and may request that the School suspend or terminate the Student from the Program as appropriate.
- G. Neither party will discriminate based on age, sex, race, religious belief, color, ancestry, national origin, or physical or mental disability, sexual orientation or gender identity.

- H. This Agreement will be in force for a period of two years commencing on the Effective Date. This Agreement will be automatically renewed, on the same terms and conditions, for additional, successive one-year periods unless either party gives written notice to the other of its intent to terminate this Agreement no later than ninety days before the end of the initial term or any renewal term.
- I. Except as stated above in regard to termination in lieu of renewal, either party may terminate this Agreement by giving sixteen weeks' notice to the other, provided that all Students currently enrolled in the Program at the time of notice of termination will be given the opportunity to complete the Program with the cooperation of all parties.
- J. This Agreement will be construed in accordance with the laws of the State of New Mexico.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year written above.

School: **Santa Fe Community College**

By: _____
Terri Tewart Dean of Science, Health, Engineering and Math

Date: _____

CLINICAL FACILITY

By: _____

Title: _____

Date: _____

ATTACHMENT A

SCHEDULE OF INCLUDED PROGRAMS AND DESIGNATED REPRESENTATIVES

The following Programs are included under the terms of this Clinical Affiliation Agreement. Additions, Deletions or Changes to the Programs will be accomplished by written modification of this **Attachment A**, with signed and dated indication of the revised participation in the Agreement. The School's Designated Representatives for each Program are shown next to the Program listing.

☐ **NURSING**

Program Requirements: Provide clinical and educational opportunities to nursing students

Schools' Program Director:

Name: _____ Tele/Fax: _____ Email: _____

Schools' Program Instructor:

Name: _____

☐ **RESPIRATORY CARE**

Program Requirements: _____

Schools' Program Director

Name: _____ Tele/Fax: _____ Email: _____

Schools' Program Instructor

Name: _____ Tele/Fax: _____ Email: _____

☒ **MEDICAL ASSISTANTS**

Program Requirements: Provide clinical and educational opportunities to MA Students

Schools' Program Director:

Name: Jessica Balladares

Phone: 505-428-1926 Fax: 505-428-1526 Email: jessica.balladares@sfcc.edu

Schools' Program Instructor:

Name: Toni Coffman

☐ **EMERGENCY MEDICAL SERVICES**

Program Requirements: _____

Schools' Program Director

Name: _____ Tele/Fax: _____ Email: _____

Schools' Program Instructor

Name: _____ Tele/Fax: _____ Email: _____

☒ **PHLEBOTOMY**

Program Requirements: Provide clinical and educational experience for PHLB Students

Schools' Program Director:

Name: Jessica Balladares

Phone: 505-428-1926 Fax: 505-428-1526 Email: Jessica.balladares@sfcc.edu

Schools' Instructor:

Name: Analisa Martinez



COMMUNITY HEALTH WORKER

Program Requirements: Provide clinical and educational experience for CHW Students

Schools' Program Director:

Name: Jessica Balladares

Phone: 505-428-1926 Fax: 505-428-1526 Email: Jessica.balladares@sfcc.edu

Schools' Instructor:

Name: Kristen Lieving



DENTAL

Program Requirements: _____

Schools' Program Director

Name: _____ Tele/Fax: _____ Email: _____

Schools' Program Instructor

Name: _____ Tele/Fax: _____ Email: _____



EXERCISE SCIENCE

Program Requirements: _____

Schools' Program Director

Name: _____ Tele/Fax: _____ Email: _____

Schools' Program Instructor

Name: _____ Tele/Fax: _____ Email: _____

Approved by School Program Representative: _____

Jessica Balladares

Title: Program Director Medical Assisting, Phlebotomy, Community Health Worker

**Confidentiality Agreement
for Santa Fe Community College
Community Health Worker Students**

- Purpose: The purpose of this Agreement is to protect the confidentiality of certain information disclosed by the company to CHW students during the course of their engagement.
- Confidential Information: "Confidential Information" shall mean any and all information disclosed by the company to CHW students, whether in written, oral, electronic, or other form, which is identified as confidential, or which would reasonably be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes but is not limited to, personal information on customers/clients/ students, financial information, technical data, and any other information relating to the business of the company.
- Non-Disclosure: CHW students agree not to disclose, reveal, or make use of any Confidential Information without the prior written consent of the company. CHW students shall use Confidential Information solely for the purpose of performing their duties on behalf of the company.
- Protection of Confidential Information: CHW students agree to take all reasonable precautions to protect the confidentiality of Confidential Information, including but not limited to the same standard of care as CHW students use to protect its own confidential information of a similar nature, which shall not be less than a reasonable standard of care.
- Return of Materials: Upon termination of CHW student's engagement with Company, or at any time upon Company's request, CHW students shall promptly return to Company all documents, records, software, and other materials containing or relating to Confidential Information and any copies daily. Do not take any information with you after you have completed your fieldwork hours for that day.
- Remedies: CHW students acknowledge that unauthorized disclosure of Confidential Information could cause irreparable harm to the company, the extent of which may be difficult to ascertain. Accordingly, CHW students agree that the company and Santa Fe Community College shall have the right to seek immediate removal from the program to enforce obligations under this Agreement.
- Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Mexico, without regard to conflicts of law principles.

Entire Agreement: This Agreement constitutes the entire understanding and agreement between the SFCC CHW students (Raton High School) concerning confidentiality. Agreements and understandings, whether written, electronic, or oral relating to such subject matter.

Raton High School- Community Health Worker Program

Student Name: (Print) _____

Student Name: (Signature) _____

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Raton High School- Community Health Worker Program

Student Name: (Print) Aurora Holling

Student Name: (Signature) 

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Raton High School- Community Health Worker Program

Student Name: (Print) Anisia Martinez

Student Name: (Signature) 

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Raton High School- Community Health Worker Program

Student Name: (Print) Aubrey Valdez

Student Name: (Signature) Aubrey Valdez

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Raton High School- Community Health Worker Program

Student Name: (Print) Hailey Barron

Student Name: (Signature) Hailey Barron

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Raton High School- Community Health Worker Program

Student Name: (Print) Dannielyan

Student Name: (Signature) Dannielyan Perez

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- Return of Materials: Upon termination of CHW student's engagement with Company, or at any time upon Company's request, CHW students shall promptly return to Company all documents, records, software, and other materials containing or relating to Confidential Information and any copies daily. Do not take any information with you after you have completed your fieldwork hours for that day.
- Remedies: CHW students acknowledge that unauthorized disclosure of Confidential Information could cause irreparable harm to the company, the extent of which may be difficult to ascertain. Accordingly, CHW students agree that the company and Santa Fe Community College shall have the right to seek immediate removal from the program to enforce obligations under this Agreement.
- Governing Law: This Agreement shall be governed by and construed by the laws of the State of New Mexico, without regard to conflicts of law principles.

Entire Agreement: This Agreement constitutes the entire understanding and agreement between the SFCC CHW students (Raton High School) concerning confidentiality. Agreements and understandings, whether written, electronic, or oral relating to such subject matter.

Raton High School- Community Health Worker Program

Student Name: (Print) Arianna Swanson

Student Name: (Signature) [Signature]

**Confidentiality Agreement
for Santa Fe Community College
Community Health Worker Students**

- Purpose: The purpose of this Agreement is to protect the confidentiality of certain information disclosed by the company to CHW students during the course of their engagement.
- Confidential Information: "Confidential Information" shall mean any and all information disclosed by the company to CHW students, whether in written, oral, electronic, or other form, which is identified as confidential, or which would reasonably be considered confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes but is not limited to, personal information on customers/clients/ students, financial information, technical data, and any other information relating to the business of the company.
- Non-Disclosure: CHW students agree not to disclose, reveal, or make use of any Confidential Information without the prior written consent of the company. CHW students shall use Confidential Information solely for the purpose of performing their duties on behalf of the company.
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Raton High School- Community Health Worker Program

Student Name: (Print) AShton Herrera

Student Name: (Signature) AShton H

**Confidentiality Agreement
for Santa Fe Community College
Community Health Worker Students**

- Purpose: The purpose of this Agreement is to protect the confidentiality of certain information disclosed by the company to CHW students during the course of their engagement.
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Raton High School- Community Health Worker Program

Student Name: (Print) Elaina Gigante

Student Name: (Signature) Elaina Gigante

From: [Boe Lopez](#)
To: [Si Trujillo](#)
Subject: Fw: USDA prepares for state, county office lease terminations
Date: Wednesday, March 5, 2025 7:17:22 AM

You don't often get email from bclopez@nmsu.edu. [Learn why this is important](#)

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From: Boe Lopez <bclopez@nmsu.edu>
Sent: Tuesday, March 4, 2025 2:19 PM
To: Kareyl Vatilestad <kareyl20@nmsu.edu>
Subject: Fw: USDA prepares for state, county office lease terminations

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From: Boe Lopez <bclopez@nmsu.edu>
Sent: Tuesday, March 4, 2025 2:05 PM
To: jack.martinez@usda.gov <jack.martinez@usda.gov>
Subject: Fw: USDA prepares for state, county office lease terminations

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From: Debbie Hughes <conserve@nmacd.org>
Sent: Monday, March 3, 2025 5:12 PM
To: Boe Lopez <bclopez@nmsu.edu>; Kareyl Vatilestad <Kareyl.Vatilestad@nm.nacdnet.net>; Andy Yates <andyyates40@gmail.com>
Subject: Fw: USDA prepares for state, county office lease terminations

WARNING This email originated external to the NMSU email system. Do not click on links or open attachments unless you are sure the content is safe.

The Colfax SWCD needs an office!!! Looks like Colfax is on the chopping block!!

From: Debbie Hughes <conserve@nmacd.org>
Sent: Monday, March 3, 2025 4:53 PM
To: Chavez, Kendal, GOV <Kendal.Chavez@exec.nm.gov>
Cc: Sarah Wentzel-Fisher <sarah@quiviracoalition.org>; Eugene Pickett <eugenepickett2015@gmail.com>
Subject: Fw: USDA prepares for state, county office lease terminations

NM is on the chopping block! Our SWCD is housed in Colfax USDA office, too so they will be losing their office.

From: Rudy Arredondo <latinofarmers@gmail.com>
Sent: Monday, March 3, 2025 4:43 PM
Subject: USDA prepares for state, county office lease terminations

USDA prepares for state, county office lease terminations

03/03/25 4:16 PM By Noah Wicks and Philip Brasher

<https://www.agri-pulse.com/articles/22481-usda-prepares-for-some-state-county-office-lease-terminations>



USDA's Jamie L. Whitten Building on the Mall in Washington, D.C.

The Agriculture Department has notified some building owners of plans to terminate office leases as the Trump administration seeks to cut back on agency spending.

Lease terminations are officially underway for 58 Farm Service Agency and Natural Resources Conservation Service offices, including some where employees are currently housed, according to the Department of Government Efficiency's website.

Acting FSA Director Steve Peterson told *Agri-Pulse* Monday at Commodity Classic in Denver that the purpose is to "evaluate savings and see whether or not there's the ability to renegotiate or find other locations in those areas to possibly find cheaper rent."

"It's not that those sites are not important," Peterson said of the offices. "They are important. It's just, what I've heard and understand is that in the evaluation of leases, rents just continue to climb and go up and up and up. So this is an opportunity to reevaluate those leases and maybe renegotiate at a lower rate."

Among these is the Kentucky state FSA office in Lexington, which is housed in the same building as the state NRCS office. One source who spoke to *Agri-Pulse* on the condition of anonymity said the leasing of the space is being terminated by the General Services Administration with no plans for where staff will go, or what will happen with paper copies of easement filings stored onsite.

Peterson, however, said the terminations will take place "down the road," giving agency

officials time to find new locations for staff. Peterson also said all equipment and files will be removed from affected offices and stored in temporary locations until they can be moved to new sites.

"We would never leave any records behind. They would have to go with us," Peterson said. "We would have to pay to have them moved, and then moved into a new location."

An FSA state office space in Fargo, North Dakota, is also having its lease terminated, according to a list of affected sites published by DOGE. While the Farm Service Agency was listed by DOGE as the main leaseholder, NRCS staff also work at the location.

Related Articles

[USDA prepares for national on-farm soil health demo](#)

[Washington Week Ahead: Senate prepares to move USDA nominees](#)

[FSA taking nominations for county committee elections](#)

FSA state office listings on the DOGE website also include spaces in Montgomery, Alabama; Madera, California; Hato Rey and Mayagüez, Puerto Rico; Annapolis, Maryland; and Nacogdoches, Texas.

Lease terminations have also been announced for 13 FSA county offices located in Batesville, Arkansas; Watertown, South Dakota; Hendersonville, North Carolina; Paragould, Arkansas; Monticello, Utah; Baudette, Minnesota; Wilkesboro, North Carolina; Clovis, New Mexico; Utuado, Puerto Rico; Roswell, New Mexico; Ponce, Puerto Rico; Lares, Puerto Rico; Gonzalez, Texas; and Bakersfield, California.

The Department of Government Efficiency's website currently lists 36 NRCS office leases as being terminated. These offices are located in Batesville, Arkansas; Yreka, California; Pearl, Mississippi; Greensboro, North Carolina; Amherst, Massachusetts; St. Johnsbury, Vermont; Oxnard, California; Fairbanks, Alaska; Wasilla, Arkansas; Puyallup, Washington; Dayton, Washington; Raton, New Mexico; Lincoln, Nebraska; Lawrence, Kansas; Conway, Arkansas; Dover, New Hampshire; Yuma, Arizona; Woodland, California; Griffin, Georgia; Goldsboro, North Carolina; Fargo, North Dakota; Gallup, New Mexico; Saipan Island, Northern Mariana Islands; San Sebastian, Puerto Rico; Greenwood, Mississippi; Portland, Oregon; Arecibo, Puerto Rico; Columbia, Mississippi; Missoula, Montana; Gallatin, Tennessee; Logan, Utah; Blythe, California; Syracuse, New York; and Renton, Washington.

The source that spoke to *Agri-Pulse* on the condition of anonymity said they had heard as many as 70 office spaces utilized by NRCS employees will be impacted by lease terminations, though Peterson said he was not aware of that being the case.

FSA offices are often shared with NRCS, which means lease terminations tend to impact both agencies, Peterson said. Rural Development employees often work in these offices, too.

Eleven offices used by the Rural Housing Service, a division of Rural Development, are listed on the DOGE website as having leases terminated. They are located in Batesville, Arkansas; Palmer, Alaska; Harrisburg, Pennsylvania; Dover, Delaware; Ocala, Florida; Mayaguez, Puerto Rico; Christiansted, Virgin Islands; Topeka, Kansas; Bangor, Maine; Mt. Laurel, New Jersey; and Stevens Point, Wisconsin.

The DOGE website claims the FSA state and county office lease terminations will save \$9.7 million and the NRCS office terminations will save \$19.3 million. It estimates \$8.6 million will be saved due to the Rural Housing Service lease terminations.

For more news, go to www.agri-pulse.com.

KEYWORDS [FSA](#) [NRCS](#) [rural development](#) [Steve Peterson](#)

Rudy Arredondo



Founder/Director

Latino Farmers & Ranchers International, Inc.

19627 Crystal Rock Dr., #21

Germantown, MD 20874

Mobile: (301) 366-8200

Email: latinofarmers@gmail.com

Latino Farmers & Ranchers International, Inc. is a 501(c)3 nonprofit organization (EIN: 92-2467671) .

Donations to LFRI

are tax-deductible to the fullest extent of the law.

Board of Commissioners



Colfax County
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COLFAX BOARD OF COUNTY COMMISSIONERS

OPEN MEETINGS ACT RESOLUTION

RESOLUTION NO. 2025 – 021

Amending Resolution 2025-020 to read:

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Colfax Board of County Commissioners to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by The Colfax Board of County Commissioners that:

1. All meetings shall be held at the Commission Chambers at the Colfax County Building at 230 North Third Street in Raton, New Mexico 87740, or as indicated in the meeting notice.
2. Unless otherwise specified, regular meetings shall be held each month beginning at 9:00 A.M. on the second and fourth Tuesday of each month. The agenda will be available at least seventy-two hours prior to the meeting from the County Clerk's Office and will also be posted at on Colfax County's website at <https://www.co.colfax.nm.us/>.

Acting County Manager – Si Trujillo
strujillo@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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3. Notice of regular meetings other than those described in Paragraph 2 will be given at least three days in advance of the meeting date. The notice will include a copy of the agenda or information on how a copy of the agenda may be obtained. If not included in the notice, the agenda will be available from the County Clerk's Office at least seventy-two hours before the meeting and posted on the Colfax County's website at <https://www.co.colfax.nm.us/>.

4. Special meetings may be called by the Commission Chair or by a majority of the members upon seventy-two hours' notice. The notice for a special meeting shall include an agenda for the meeting or information on how a copy of the agenda may be obtained. The agenda will be available from the County Clerk's Office at least seventy-two hours before the meeting and posted on the Colfax County's website at <https://www.co.colfax.nm.us/>.

5. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss. The Colfax Board of County Commissioners will avoid emergency meetings whenever possible. Emergency meetings may be called by the Commission Chair or a majority of the members with as much notice as practicable. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the Colfax Board of County Commissioners will notify the Attorney General's Office.

6. For the purposes of regular meetings described in Paragraph 3 of this resolution, notice requirements are met if notice of the date, time, place, and agenda is posted in the Colfax County Building and on the Colfax County website. Copies of the written notice shall also be ~~mailed~~ e-mailed to those broadcast stations licensed by the Federal Communications Commission ~~and newspapers of general circulation~~ that have made a written request for notice of public meetings.

7. For the purposes of special meetings and emergency meetings described in Paragraphs 4 and 5, notice requirements are met if notice of the date, time, place and agenda is posted in the Colfax County Building and on the Colfax County website. Telephone, email or facsimile notice also shall be given to those broadcast stations licensed by the Federal Communications Commission ~~and newspapers of general circulation~~ that have made a written request for notice of public meetings.

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strujillo@co.colfax.nm.us

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8. In addition to the information specified above, all notices shall include the following language: If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the County Manager's Office at least one (1) week prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the County Manager's Office if a summary or other type of accessible format is needed.

9. The Colfax Board of County Commissioners may close a meeting to the public only if the subject matter of such discussion or action is excepted from the open meeting requirement under Section 10-15-1(H) of the Open Meetings Act.

(a) If any meeting is closed during an open meeting, such closure shall be approved by a vote of the Colfax Board of County Commissioners taken during the open meeting. The authority for the closed meeting and the subjects to be discussed shall be stated with reasonable specificity in the motion to close and the vote of each individual member on the motion to close shall be recorded in the minutes. Only those subjects specified in the motion may be discussed in the closed meeting.

(b) If a closed meeting is conducted when the Colfax Board of County Commissioners is not in an open meeting, the closed meeting shall not be held until public notice, appropriate under the circumstances, stating the specific provision of law authorizing the closed meeting and the subjects to be discussed with reasonable specificity, is given to the members and to the general public.

(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Colfax Board of County Commissioners in an open public meeting.

Acting County Manager – Si Trujillo
strujillo@co.colfax.nm.us

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Dist. 3: Todd Tatum
Chairman
505-652-0039
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COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-~~2021~~

**Open Meetings Act Resolution to Amend ~~or Replace~~ Open Meetings Act
Resolution No. 2025-~~0120~~.**

Acting County Manager – Si Trujillo
strujillo@co.colfax.nm.us

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COLFAX BOARD OF COUNTY COMMISSIONERS

OPEN MEETINGS ACT RESOLUTION

RESOLUTION NO. 2025 –20.

Replacing Open Meetings Act Resolution No. 2025-01

WHEREAS, Section 10-15-1(B) of the Open Meetings Act (NMSA 1978, Sections 10-15-1 to -4) states that, except as may be otherwise provided in the Constitution or the provisions of the Open Meetings Act, all meetings of a quorum of members of any board, council, commission, administrative adjudicatory body or other policymaking body of any state or local public agency held for the purpose of formulating public policy, discussing public business or for the purpose of taking any action within the authority of or the delegated authority of such body, are declared to be public meetings open to the public at all times; and

WHEREAS, any meetings subject to the Open Meetings Act at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs shall be held only after reasonable notice to the public; and

WHEREAS, Section 10-15-1(D) of the Open Meetings Act requires the Colfax Board of County Commissioners to determine annually what constitutes reasonable notice of its public meetings;

NOW, THEREFORE, BE IT RESOLVED by The Colfax Board of County Commissioners that:

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2. Unless otherwise specified, regular meetings shall be held each month beginning at 9:00 A.M. on the second and fourth Tuesday of each month. The agenda will be available at least seventy-two hours prior to the meeting from the County Clerk's Office and will also be posted at on Colfax County's website at <https://www.co.colfax.nm.us/>.

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strujillo@co.colfax.nm.us

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5. Emergency meetings will be called only under unforeseen circumstances that demand immediate action to protect the health, safety, and property of citizens or to protect the public body from substantial financial loss. The Colfax Board of County Commissioners will avoid emergency meetings whenever possible. Emergency meetings may be called by the Chair or the County Manager upon twenty-four (24) hours-notice, unless threat of personal injury or property damage requires less notice. The notice for all emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Within ten days of taking action on an emergency matter, the Colfax Board of County Commissioners will notify the Attorney General's Office.

6. For the purposes of regular meetings described in Paragraph 3 of this resolution, notice requirements are met if notice of the date, time, place, and agenda is posted in the Colfax County Building and on the Colfax County website. Copies of the written notice shall also be mailed to those broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for notice of public meetings.

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(c) Following completion of any closed meeting, the minutes of the open meeting that was closed, or the minutes of the next open meeting if the closed meeting was separately scheduled, shall state whether the matters discussed in the closed meeting were limited only to those specified in the motion or notice for closure.

(d) Except as provided in Section 10-15-1(H) of the Open Meetings Act, any action taken as a result of discussions in a closed meeting shall be made by vote of the Colfax Board of County Commissioners in an open public meeting.

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COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-20

COLFAX BOARD OF COUNTY COMMISSIONERS

OPEN MEETINGS ACT RESOLUTION

Replacing Open Meetings Act Resolution No. 2025-01

Acting County Manager – Si Trujillo
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COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-022

A RESOLUTION TO ADJUST THE COMPENSATION OF THE SOLID WASTE COORDINATOR

WHEREAS, the Board of County Commissioners of Colfax County, New Mexico, recognizes the importance of fair and competitive compensation for its employees; and

WHEREAS, the Solid Waste Coordinator plays a critical role in overseeing the county's waste management services, including addressing illegal dumping and managing seasonal trash; and

WHEREAS, the Board of County Commissioners has determined that an increase in the hourly wage for the Solid Waste Coordinator is necessary to ensure appropriate compensation and retention of qualified personnel; and

WHEREAS, the current hourly wage for the Solid Waste Coordinator is **\$18.03** per hour; and

WHEREAS, the Board of County Commissioners hereby determines that an increase of **\$1.20** per hour is appropriate, bringing the Solid Waste Coordinator's new hourly wage to **\$19.23** per hour; and

WHEREAS, this adjustment aligns with the County's commitment to ensuring fair wages for its employees while maintaining budgetary responsibility.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Colfax County, New Mexico, that:

1. The hourly wage for the Solid Waste Coordinator shall be increased by **\$1.20** per hour, raising the total hourly wage to **\$19.23**.
2. This wage adjustment shall take effect on **March 15, 2025**.
3. The County Manager is hereby directed to implement this wage adjustment and ensure proper documentation is processed with the County's Payroll Department.

Acting County Manager – Si Trujillo

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Board of Commissioners



Colfax County
New Mexico

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Dist. 2: Mary Lou Kern
Vice Chair
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Dist. 3: Todd Tatum
Chairman
505-652-0039
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PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-22

A RESOLUTION TO ADJUST THE COMPENSATION OF THE SOLID WASTE COORDINATOR

Acting County Manager – Si Trujillo

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New Mexico Department of Finance and Administration
Local Government Division
Budget Request Forms

INSTRUCTION:

This form includes formula references to applicable rates. The rates on column D through J should be reviewed to ensure accuracy with existing laws and rules.

Total Number of Full Time Employees: 2
Total Salaries Budgeted:
Average Salary Increase Budgeted:

FORM S - 1
Detailed Personal Services Schedule
(Rounded to Nearest Dollar)

County/ Municipality: COLFAX
Fund Number: _____
Fiscal Year: 24-25

PROVIDE THE TOTAL NUMBER OF FULLTIME EMPLOYEES & THE AVERAGE SALARY INCREASE BUDGETED.

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)
ACCOUNT CODE	POSITION DESCRIPTION 1) Position classification / FTE or Part-time 2) Employee name (Optional) 3) Bi-weekly or Monthly Salary	ANNUAL SALARY Bi-Weekly X 26 or Monthly x 12	FICA (C x .062)	MEDICARE (C x .0145)	RETIREMENT	HEALTH INSURANCE EMPLOYER % EMPLOYEE %	WORKERS' COMP. ASSESSMENT	RETIREE HEALTH CARE (C X .02)	OTHER	TOTAL
501-0602	1 SOLID WASTE COORDINATOR									
	JULIE MARTINEZ 18.04/hr									
	SEMI-MONTHLY	37,544	2,328	544	7,666	3,299	10	751		52,142
501-0602	2 SOLID WASTE PICKUP EQUIPMENT OPERATOR									
	OPEN POSITION \$16.84/hr									
	SEMI-MONTHLY	0	0	0	0	0	0	0		0
	Clothing Allowance	1,000		15	98	0	0	13		1,126
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
Page Total		38,544	2,328	559	7,764	3,299	10	764	0	53,268
TOTAL s/equal budgeted amounts by Fund & Department		38,544	2,328	559	7,764	3,299	10	764	0	53,268

Check [] if this form is a revision.

Revision No: _____ Revision Date: _____

Page No. 1 of 1

revised: 4/25/15

New Mexico Department of Finance and Administration
Local Government Division
Budget Request Forms

INSTRUCTION:

This form includes formula references to applicable rates. The rates on column D through J should be reviewed to ensure accuracy with existing laws and rules.

Total Number of Full Time Employees: 2
Total Salaries Budgeted: \$85,538.00
Average Salary Increase Budgeted: None

FORM S - 1
Detailed Personal Services Schedule
(Rounded to Nearest Dollar)

County/ Municipality: COLFAX
Fund Number: _____
Fiscal Year: 23-24

PROVIDE THE TOTAL NUMBER OF FULLTIME EMPLOYEES & THE AVERAGE SALARY INCREASE BUDGETED.

(A) ACCOUNT CODE	(B) POSITION DESCRIPTION 1) Position classification / FTE or Part-time 2) Employee name (Optional) 3) Bi-weekly or Monthly Salary	(C) ANNUAL SALARY Bi-Weekly X 26 or Monthly x 12	(D) FICA (C x .062)	(E) MEDICARE (C x .0145)	(F) RETIREMENT	(G) HEALTH INSURANCE EMPLOYER % EMPLOYEE %	(H) WORKERS' COMP. ASSESSMENT	(I) RETIREE HEALTH CARE (C X .02)	(J) OTHER	(K) TOTAL
		-	0	0	0	0	0	0		0
501-0602	1 SOLID WASTE COORDINATOR									
	TIANA ROMERO \$18.03/hr									
	SEMI-MONTHLY	18,750	1,163	272	3,664	3,005	10	375		27,238
501-0602	2 SOLID WASTE PICKUP EQUIPMENT OPERATOR									
	JULIANA MARTINEZ \$16.84/hr									
	SEMI-MONTHLY	35,027	2,172	508	6,844	13,038	10	701		58,300
		0		0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
	1)									
	2)									
	3)	0	0	0	0	0	0	0		0
Page Total		53,777	3,334	780	10,508	16,043	20	1,076	0	85,538
TOTAL s/equal budgeted amounts by Fund & Department		53,777	3,334	780	10,508	16,043	20	1,076	0	85,538

Check ☐ if this form is a revision.

Revision No: _____ Revision Date: _____

Page No. 1 of 1

revised: 4/25/15

Board of Commissioners



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COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-023

A RESOLUTION TO PROVIDE A PAY INCREASE FOR THE INDIVIDUAL ASSUMING INDIGENT CARE COORDINATOR RESPONSIBILITIES

WHEREAS, the Board of County Commissioners of Colfax County, New Mexico, recognizes the need to provide fair compensation for employees who assume additional responsibilities; and

WHEREAS, the duties of the **Indigent Care Coordinator** are essential to ensuring that eligible residents receive proper assistance with medical and related care expenses; and

WHEREAS, an individual has assumed the responsibilities of the Indigent Care Coordinator, requiring additional time, effort, and dedication; and

WHEREAS, the Board of County Commissioners agrees that the individual taking over these duties should receive a pay increase of **\$0.75** per hour; and

WHEREAS, this pay increase shall be funded from the **County Manager's Budget** for the remainder of the current fiscal year, as this budget previously supported this position; and

WHEREAS, during the upcoming budget process, the Board of County Commissioners will ensure that appropriate funding is allocated to properly fund this position in the following fiscal year; and

WHEREAS, a **budget adjustment resolution** or **budget adjustment request (BAR)** must occur to properly reflect this expenditure; and

WHEREAS, this pay adjustment shall take effect at the beginning of the next pay cycle.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Colfax County, New Mexico, that:

1. The individual assuming the duties of the **Indigent Care Coordinator** shall receive a **\$0.75** per hour increase in pay.
2. This increase shall be funded from the **County Manager's Budget** for the remainder of the current fiscal year.

Acting County Manager – Si Trujillo

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3. A **budget adjustment resolution (BAR)** shall be prepared to ensure proper financial documentation and accountability.
4. The Board of County Commissioners shall review and allocate proper funding for this position during the upcoming budget planning process.
5. This pay increase shall become effective at the start of the next pay cycle.

PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-23

A RESOLUTION TO PROVIDE A PAY INCREASE FOR THE INDIVIDUAL ASSUMING INDIGENT CARE COORDINATOR RESPONSIBILITIES

Acting County Manager – Si Trujillo

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COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-024

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, EXPRESSING SUPPORT FOR LOCAL GOVERNMENT CONTROL AND PARTICIPATION AS A COOPERATING AGENCY UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

WHEREAS, the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. § 4321 et seq., established a national policy to promote the enhancement of the environment and requires federal agencies to assess the environmental effects of their proposed actions prior to making decisions; and

WHEREAS, the Council on Environmental Quality (CEQ) regulations implementing NEPA at 40 C.F.R. § 1501.8 specifically recognize the importance of including local governments as cooperating agencies due to their unique expertise, jurisdiction, and proximity to proposed projects; and

WHEREAS, local governments possess specialized knowledge, historical perspective, and practical experience concerning their respective regions that are critical to evaluating potential environmental, social, and economic impacts of federal actions; and

WHEREAS, inclusion of local governments as cooperating agencies ensures that NEPA analyses are comprehensive, well-informed, and reflective of local priorities, which leads to better project outcomes and enhanced public trust; and

WHEREAS, the Board of County Commissioners of Colfax County believes that effective governance and the protection of local interests are best achieved when local governments are granted meaningful opportunities to participate in NEPA processes as cooperating agencies; and

WHEREAS, the active engagement of Colfax County in NEPA processes will support the county's ability to safeguard its natural resources, protect public health and safety, and promote economic development.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, THAT:

Acting County Manager – Si Trujillo

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1. **Support for Local Government Participation:** The Board strongly supports the inclusion of local governments, including Colfax County, as cooperating agencies under NEPA, pursuant to 40 C.F.R. § 1501.8, to provide special expertise and ensure that local concerns and priorities are addressed.
2. **Commitment to Cooperation:** Colfax County is committed to cooperating with federal agencies in NEPA processes to contribute its knowledge and expertise in evaluating environmental, social, and economic impacts of proposed federal actions within its jurisdiction.
3. **Advocacy for Local Control:** The Board urges federal agencies and policymakers to uphold and strengthen local government participation in NEPA analyses, ensuring that local governments have a meaningful voice in decisions that affect their communities.
4. **Communication of Resolution:** A copy of this resolution shall be transmitted to the CEQ, relevant federal agencies, and the New Mexico Congressional Delegation to emphasize the importance of local government involvement in NEPA processes.
5. **Impact Study Request:** We additionally request comprehensive impact studies for all proposed projects to ensure thorough evaluation of environmental, economic, and social effects within Colfax County.
6. **Threatened and Endangered Species:** The analysis must consider the protection of critical habitats and threatened and endangered species that may be impacted by proposed projects.
7. **Hydrological Studies:** Hydrological studies should include detailed water use plans for proposed energy projects to ensure sustainable water management and protection of local water resources.
8. **Check Cultural Sites:** The evaluation process must include a thorough review of potential impacts on cultural and historical sites, ensuring their preservation and compliance with applicable laws.
9. **Landowners' Rights:** Landowners reserve and retain surface and subsurface rights, and fair compensation must be provided for any takings resulting from federal actions. The improper use of eminent domain to seize private property without just cause or fair compensation is expressly opposed.
10. **Categorical Exclusions:** Any categorical exclusions proposed under NEPA must be discussed with the Colfax County Commissioners before enactment to ensure alignment with local priorities and concerns.

Acting County Manager – Si Trujillo

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PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-24

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, EXPRESSING SUPPORT FOR LOCAL GOVERNMENT CONTROL AND PARTICIPATION AS A COOPERATING AGENCY UNDER THE NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)

Acting County Manager – Si Trujillo

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COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-025

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, ACCEPTING THE STATE ROAD FUND COOPERATIVE AGREEMENT CONTROL NO. HW2LP40039 FOR ADDITIONAL FUNDS FOR THE BARTLETT MESA SUBDIVISION PAVING PROJECT

WHEREAS, the Board of County Commissioners of Colfax County, New Mexico, recognizes the importance of maintaining and improving local road infrastructure to ensure public safety and enhance transportation efficiency; and

WHEREAS, Colfax County has identified the need for additional funding to complete the paving project within the Bartlett Mesa Subdivision; and

WHEREAS, the New Mexico Department of Transportation (NMDOT) has allocated additional funds under the **State Road Fund Cooperative Agreement** designated as **Control No. HW2LP40039** to support the completion of this project; and

WHEREAS, the acceptance of these additional funds will enhance the County's ability to successfully complete the Bartlett Mesa Subdivision Paving Project; and

WHEREAS, Colfax County acknowledges its responsibility to comply with all applicable rules, regulations, and conditions set forth by NMDOT in relation to these funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Colfax County, New Mexico, that:

1. **Acceptance of Funds:** Colfax County hereby formally accepts the **State Road Fund Cooperative Agreement Control No. HW2LP40039** for the Bartlett Mesa Subdivision Paving Project.
2. **Use of Funds:** The allocated funds shall be utilized solely for the purposes outlined in the agreement to support the completion of the Bartlett Mesa Subdivision Paving Project.
3. **County Manager Authorization:** The **County Manager** is authorized to execute all necessary documents and take all actions required to implement and administer the terms of the agreement.

Acting County Manager – Si Trujillo

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4. **Compliance Assurance:** Colfax County commits to meeting all obligations, requirements, and timelines associated with the awarded funds in accordance with NMDOT regulations.

PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-25

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, ACCEPTING THE STATE ROAD FUND COOPERATIVE AGREEMENT CONTROL NO. HW2LP40039 FOR ADDITIONAL FUNDS FOR THE BARTLETT MESA SUBDIVISION PAVING PROJECT

Acting County Manager – Si Trujillo

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COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-026

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, AUTHORIZING A COUNTY ROAD EXTENSION ON THE COOPERATIVE AGREEMENT FOR THE BARTLETT MESA SUBDIVISION PAVING PROJECT (CONTROL NO. HW2LP40039) AND REPLACING RESOLUTION NO. 2025-010

WHEREAS, the Board of County Commissioners of Colfax County, New Mexico, is committed to maintaining and improving county road infrastructure to ensure public safety and efficient transportation; and

WHEREAS, Colfax County previously adopted **Resolution No. 2025-010**, which authorized County Road Extensions under various Cooperative Agreements; and

WHEREAS, the New Mexico Department of Transportation (NMDOT) has approved an extension of the **Cooperative Agreement Control No. HW2LP40039** to facilitate the completion of the **Bartlett Mesa Subdivision Paving Project**; and

WHEREAS, the County recognizes the need to replace **Resolution No. 2025-010** to reflect the updated scope of work and ensure proper alignment with the terms of the extended Cooperative Agreement; and

WHEREAS, the acceptance of this road extension will ensure the Bartlett Mesa Subdivision Paving Project is completed effectively, improving access and enhancing road conditions for local residents; and

WHEREAS, Colfax County acknowledges its responsibility to comply with all applicable rules, regulations, and conditions outlined in the Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Colfax County, New Mexico, that:

- Approval of Road Extension:** Colfax County hereby approves the **County Road Extension** as specified in the **Cooperative Agreement Control No. HW2LP40039** for the Bartlett Mesa Subdivision Paving Project.

Acting County Manager – Si Trujillo

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2. **Resolution Replacement:** This resolution formally **replaces Resolution No. 2025-010** to ensure the updated terms of the Cooperative Agreement are reflected.
3. **Authorization:** The **County Manager** is authorized to execute all necessary documents and take all actions required to implement and administer the terms of the agreement.
4. **Compliance Assurance:** Colfax County commits to fulfilling all requirements and conditions outlined by NMDOT for the proper use of funds and completion of the project.

PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-26

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, AUTHORIZING A COUNTY ROAD EXTENSION ON THE COOPERATIVE AGREEMENT FOR THE BARTLETT MESA SUBDIVISION PAVING PROJECT (CONTROL NO. HW2LP40039) AND REPLACING RESOLUTION NO. 2025-010

Acting County Manager – Si Trujillo

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COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-027

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, AUTHORIZING A COUNTY ROAD EXTENSION ON THE COOPERATIVE AGREEMENT FOR THE BLOSSER GAP ROAD PROJECT (CONTROL NO. HW2LP40023) AND REPLACING RESOLUTION NO. 2025-010

WHEREAS, the Board of County Commissioners of Colfax County, New Mexico, is committed to maintaining and improving county road infrastructure to ensure public safety and efficient transportation; and

WHEREAS, Colfax County previously adopted **Resolution No. 2025-010**, which authorized County Road Extensions under various Cooperative Agreements; and

WHEREAS, the New Mexico Department of Transportation (NMDOT) has approved an extension of the **Cooperative Agreement Control No. HW2LP40023** to facilitate the completion of the **Blosser Gap Road Project**; and

WHEREAS, the County recognizes the need to replace **Resolution No. 2025-010** to reflect the updated scope of work and ensure proper alignment with the terms of the extended Cooperative Agreement; and

WHEREAS, the acceptance of this road extension will ensure the Blosser Gap Road Project is completed effectively, improving access and enhancing road conditions for local residents; and

WHEREAS, Colfax County acknowledges its responsibility to comply with all applicable rules, regulations, and conditions outlined in the Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Colfax County, New Mexico, that:

- Approval of Road Extension:** Colfax County hereby approves the **County Road Extension** as specified in the **Cooperative Agreement Control No. HW2LP40023** for the Blosser Gap Road Project.
- Resolution Replacement:** This resolution formally **replaces Resolution No. 2025-010** to ensure the updated terms of the Cooperative Agreement are reflected.

Acting County Manager – Si Trujillo

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3. **Authorization:** The **County Manager** is authorized to execute all necessary documents and take all actions required to implement and administer the terms of the agreement.
4. **Compliance Assurance:** Colfax County commits to fulfilling all requirements and conditions outlined by NMDOT for the proper use of funds and completion of the project.

PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-27

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, AUTHORIZING A COUNTY ROAD EXTENSION ON THE COOPERATIVE AGREEMENT FOR THE BLOSSER GAP ROAD PROJECT (CONTROL NO. HW2LP40023) AND REPLACING RESOLUTION NO. 2025-010

Acting County Manager – Si Trujillo

P.O. Box 1498
Raton, New Mexico 87740

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

Project No.	AXX-24-01
Contract No.	AVA 1523
Vendor No.	0000054380

AMENDMENT NO. 1

THIS AMENDMENT made and entered into by and between the COLFAX COUNTY, (hereinafter called the "Sponsor") and the State of New Mexico, acting through the State Department of Transportation, (hereinafter called the "Department").

RECITALS

WHEREAS, Section Twenty-One – Amendment: This agreement shall not be altered, modified or amended except by an instrument in writing by the Sponsor and documented acceptance by the Division.

NOW THEREFORE, the parties mutually agree as follows:

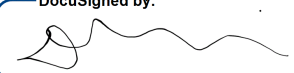
1. Section 7, Term, in the original agreement is deleted and replaced with the following: The Agreement shall not take effect until executed by all parties hereto. This agreement shall expire on

6-30-2026

2. All terms, conditions, representations, and obligations set forth in the original Grant Agreement shall remain in full force and effect, except as expressly amended or modified by this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates shown below.

Recommended by AVIATION DIVISION

Signed by:
By: 
5948C700A3A7423...

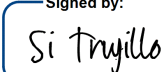
Date: 03/02/25

New Mexico Department of Transportation
Cabinet Secretary or Designee

By: _____

Date: _____

SPONSOR

Signed by:
By: 
B479E5876C71466...

Date: 03/02/25

Approved as to form and legal sufficiency

Signed by:
By: 
John Howell
Deputy General Counsel
0750CEC1625D188

Assistant General Counsel

Date: 02/24/25

Board of Commissioners



Colfax County
New Mexico

Dist. 1: Si Trujillo
Member
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: Todd Tatum
Chairman
505-652-0039
ttatum@co.colfax.nm.us

January 30, 2025

Ms. Jane Lucero, AAE
Airport Development Administrator
New Mexico Department of Transportation
Aviation Division
3501 Access Rd C
Albuquerque, NM 87106

RE: Colfax County Airport at Angel Fire
Aircraft Hangar Construction and Repairs AXX-24-01

Dear Ms. Lucero:

First of all, we would like to express our gratitude and appreciation for the support the Aviation Division has provided to the County over the years on the airport. Certainly, the Aviation Division is a key member of our team at AXX.

With this letter, Colfax County respectfully requests an amendment to Grant AXX-24-01 Aircraft Hangar Construction and Repairs to extend the grant deadline from 7-27-25 to 6-30-26. We have been actively developing the design of the project and are scheduled to advertise the construction project for bids this spring. A large and very important part of this project is the replacement of the existing hangar doors and we are finalizing the design that requires a separate foundation structure to adequately support the large door and frame. The design for the door replacement has pushed our schedule out and with the construction season at Angel Fire limited by weather conditions we believe the project will need the additional time to complete.

Thank you for your consideration and assistance with this request. Please contact us with any questions or if you need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Si Trujillo".

Si Trujillo-Acting County Manager

Acting County Manager – Si Trujillo
strujillo@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

A-1330
Updated:01/2023
Aviation

NEW MEXICO DEPARTMENT OF TRANSPORTATION

Aviation Grant Agreement Form



Date

Jul 19, 2023

Project Location

AXX - ANGEL FIRE- COLFAX COUNTY

Sponsor

COLFAX, COUNTY OF

Address

PO BOX 98

City

RATON

NM

Zip Code

87740

Participation

STATE ONLY

Funding Breakdown

100

Contract No. AVA1523

Project No. AXX-24-01

Vendor No. 0000054380

Expiration Date 7/27/2025

Purchase Order No: 0000383061

AVIATION GRANT AGREEMENT

This Agreement is between the New Mexico Department of Transportation, acting through its Aviation Division (Department), and the Sponsor. This Agreement is effective pursuant to Section 7, below.

Now Therefore, pursuant to the New Mexico Aviation Act, NMSA 1978, Section 64-1-11 et seq., and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq., the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide funding, authorized in Section 64-1-13, NMSA 1978, to the Sponsor to assist in financing an aviation project.

a. Project Description:

AIRCRAFT HANGAR CONSTRUCTION & REPAIRS

b. Site of Development. The site of development is identified on the property map, attached as Exhibit A.

c. Funding. Below is the funding for the Project. The State's contribution is the maximum amount that the Department will contribute. Attached as Exhibit B is the engineer's cost estimate.

State	Sponsor	Other	Total
\$ 1,215,000	\$ 	\$ 	\$ 1,215,000

2. The Sponsor Shall:

- a. Pay all costs, perform all labor, and supply all material, except as described in the Engineers Estimate attached as EXHIBIT B.
- b. Provide a representative from its organization who shall serve as the single point of contact for the Department.
- c. Establish and maintain a resolution by which the Sponsor agrees to establish an airport maintenance program and appoint an individual to be responsible for management of the program.
- d. Initiate engineering, survey, and all other design activities, inspect Project construction and, coordinate all meetings.
- e. Be responsible for all design and pre-construction activities.
- f. Initiate and cause to be prepared all necessary documents including plans, specifications, estimates (PS&E), and reports for this Project.
- g. Assure that all design and PS&E are performed under the direct supervision of a Registered New Mexico Professional Engineer.
- h. Design the Project in accordance with State and Federal guidelines and/or advisory circulars, hereby incorporated into this Agreement. Construction projects will be accomplished in accordance with the Federal Aviation Administration's Standards for Specifying Construction of Airports (Advisory Circular 150/5370-10, current edition).

- i. Notify the Department when the plans and specifications are sufficiently complete for review.
- j. Make no changes in design or scope of work without documented approval of the Department.
- k. Advertise for and contract for the construction of the Project in accordance with federal and state laws or local ordinances.
- l. Require the Engineer to prepare a final detailed estimate of the work, indicating the bid items, the quantity in each item, the unit bid price and cost of the items based on low acceptable bid prices. Progress estimates shall be submitted to the Department in acceptable form so that details of quantities allowed on various items of work shall be shown on each progress payment.
- m. **The Sponsor shall submit to the Department one complete set of plans and specifications which incorporate all comments and recommendations received during pre-bid activities and which have been fully executed by all involved parties.**
- n. The Sponsor shall take all steps, including litigation if necessary, to recover State funds spent in violation of state laws and rules. The Sponsor shall return any recovered state funds to the Department. It shall furnish to the Department, upon request, all documents and records pertaining to the determination of the amount of the state's share of any settlement, litigation, negotiation, or the efforts taken to recover such funds. All settlements or other final dispositions by the Sponsor, in court or otherwise, involving the recovery of such state funds shall be approved in advance by the Department.
- o. The Sponsor shall, upon reasonable notice, allow the Department the right to inspect the Project for the purposes of determining if it is being constructed in a good and workmanlike manner, and if the approved plans and specifications are being complied with satisfactorily. If an inspection discloses a failure to substantially meet such requirements and standards the Department may terminate payment or payments until a mutually satisfactory remedy is reached.

3. The Department Shall:

- a. Assign a contact person for this project.
- b. Provide timely reviews of all submittals of scopes, plans, specifications, investigations or other documents.
- c. The Department shall not provide an extensive check of any plans submitted by the Sponsor. The Department's concurrence of the Project plans does not relieve the Sponsor or its Consultant of their responsibility for errors and omissions.

4. Both Parties Agree:

- a. The allowable costs of this Project shall not include costs determined by the Department to be ineligible for consideration under the Aviation Act.
- b. The expenditure of any State money is subject to approval by the Department.
- c. Funds granted under the Local Governments Road Fund, NMSA 1978 Section 67-3-28.2, shall not be used to administer this Project or used to meet the local match.

5. Method of Payment - Reimbursement.

The Department shall reimburse the Sponsor in accordance with the terms of this agreement. Claims for reimbursement shall be completed on form A-1159, Request for Reimbursement. Each request for reimbursement shall contain proof of payment for valid expenditures for services rendered by a third party or items of tangible property received by the Sponsor for the implementation of the Project. The Department reserves the right to withhold reimbursement on requests that are incorrect and/or incomplete. The Final reimbursement request must be received no later than thirty (30) days after completion of the project or the expiration of this Agreement.

The Sponsor shall not be reimbursed for any costs incurred prior to the full execution of the Agreement, after the expiration of the Agreement or in excess of the maximum dollar amount of the agreement unless the maximum dollar amount is duly amended prior to incurring the service or deliverable. Any unexpended portion of funds subject to this Agreement shall revert to the State Aviation Fund.

6. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements. The Sponsor shall maintain all records and documents relative to the Project for a minimum of three (3) years after completion of said Project. The Sponsor shall furnish the Department or State Auditor, upon demand, all records which support the terms of this Agreement.

7. Term.

The Agreement becomes effective upon signatures of all parties. The Agreement's effective date is the date opposite of the NMDOT Cabinet Secretary or Designee's signature on the signature page. This agreement shall expire two (2) years from the effective date, unless terminated pursuant to Sections 8 and 17, below.

8. Termination for Cause.

The Department has the option to terminate this Agreement if the Sponsor fails to comply with any provision of this Agreement. A written notice of termination shall be given at least thirty (30) days prior to the intended date of termination and shall identify all of the Sponsor's breaches on which the termination is based.

The Department may provide the Sponsor a reasonable opportunity to correct the breach. If within ten (10) days after receipt of a written notice of termination, the Sponsor has not corrected the breach or, in the case of a breach which cannot be corrected in ten (10) days, the Sponsor has not begun and proceeded in good faith to correct the breach, the Department may declare the Sponsor in default and terminate the Agreement. The Department shall retain any and all other remedies available to it under the law.

By such termination neither party may nullify obligations already incurred for performance or failure to perform for the work rendered prior to the date of termination. However, neither party shall have any obligation to perform services or make payment for services rendered after such date of termination.

9. Disposition of Property.

- a. Upon termination of this Agreement, the Sponsor shall account for any remaining property, materials or equipment belonging to the Department and dispose of them as directed by the Department.
- b. Any equipment, materials or supplies procured under this Agreement shall be used solely for aviation purposes maintained according to the manufacturers guidelines and stored at the airport.

10. Representations and Certification.

The Sponsor, by signing this Agreement, represents and certifies the following:

- a. **Legal Authority** - The Sponsor has the legal power and authority to: (1) do all things necessary in order to undertake and carry out the Project in conformity with the provisions stated in the New Mexico Aviation Act and Rules and Regulations pursuant thereto; (2) accept, receive and disburse grant funds from the State of New Mexico in aid of the Project; and (3) carry out all provisions stated in this Aviation Grant Agreement.
- b. **Defaults** - The Sponsor is not in default on any obligation to the State of New Mexico relative to the development, operation or maintenance of any airport or aviation project.
- c. **Possible Disabilities** - The Sponsor states, by execution of this Agreement, there are no facts or circumstance (including the existence of effective or proposed leases, use agreements, or other legal instruments affecting use of the airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project.
- d. **Land** - The Sponsor holds the property interest in the areas of land which are to be developed or used as part of or in connection with the Project and is identified in a current Airport Property Map. The Sponsor further certifies that the aforementioned is based on a title examination by a qualified attorney or title company who has determined that the Sponsor holds the stated property interests.

11. Assurances.

The Sponsor, by signing this Agreement, covenants and agrees to the following Assurances:

- a. That it will operate the airport for the use and benefit of the public on fair and reasonable terms and without unjust discrimination.
- b. That it will keep the airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds, and classes. The Sponsor shall establish fair, equal and not unjustly discriminatory conditions to be met by all users of the airport as may be necessary for the safe and efficient operation.

- c. Neither it nor any person or organization occupying space at the airport will discriminate against any person or class of persons by reason of race, color, creed, or national origin in the use of the facility and, further that any person, firm or corporation rendering service to the public on the airport will do so on a fair, equal and not unjustly discriminatory basis.
- d. Operate and maintain in a safe and serviceable condition the airport and all facilities which are necessary to serve the aeronautical users and will not permit any activity which would interfere with its use for airport purposes.
- e. By acquisition of land interest, acquisition of easements, airspace zoning, or other accepted means, protect the runway approaches and the airspace in the immediate vicinity of the airport from the construction, alteration, erection or growth of any structure which would interfere with the use or operation of the airport.
- f. Comply with the New Mexico Aviation Act and associated provisions, NMSA 1978 Sections 64-1-1 to 64-5-4 and the New Mexico Municipal Airport Law, NMSA 1978 Sections 3-39-1 et seq.
- g. That it shall not award the contract nor give bidding documents to any contractor who is subject to suspension or debarment by the U.S. Department of Transportation or the Department at the time of the bidding or award of the contract. Violation of this provision shall void this Agreement.

12. Third Party Beneficiaries.

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

13. New Mexico Tort Claims Act.

As between the Department and the Sponsor, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. This paragraph is intended only to define the liabilities between the parties and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act.

14. Scope of Agreement.

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

15. Terms of this Agreement.

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

16. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age or handicap, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the parties are found to not be in compliance with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies.

17. Appropriations and Authorizations of State and Federal Funds.

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

18. Severability.

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

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 proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

20. Principal Contacts and Notices.

The principal contacts for this Agreement are listed below. Except as otherwise specified, all notices shall be in writing (including notice by facsimile or E-mail) and shall be given to the principal contacts listed below.

Address: New Mexico Department of Transportation - Aviation Division
3501 Access Rd C.
Albuquerque, NM 87106
General Office: (505) 795-1401
Fax: (505) 244-1790
E-mail: Aviation.Division@dot.nm.gov

Name	MONTE GORE		
Title	AIRPORT MANAGER		
Sponsor	COLFAX, COUNTY OF		
Address	PO BOX 98		
City	RATON	NM	Zip Code 87740
Office Phone		Fax	
E-Mail	mgore@co.colfax.nm.us		

21. Amendment.

This Agreement shall not be altered, modified, or amended except by an instrument in writing and executed by the parties.

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

NEW MEXICO DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Ricky Serna
5940E8A6255842F...
Cabinet Secretary or Designee

Date: 7/27/2023

Recommended by:

DocuSigned by:
By: Pedro Rael
C6875C3214B34C0...
Aviation Division Director
or Designee

Date: 7/24/2023

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

DocuSigned by:
By: John Newell
John Newell
Assistant General Counsel
C750CEC1625D488
Assistant General Counsel

Date: 7/25/2023

SPONSOR

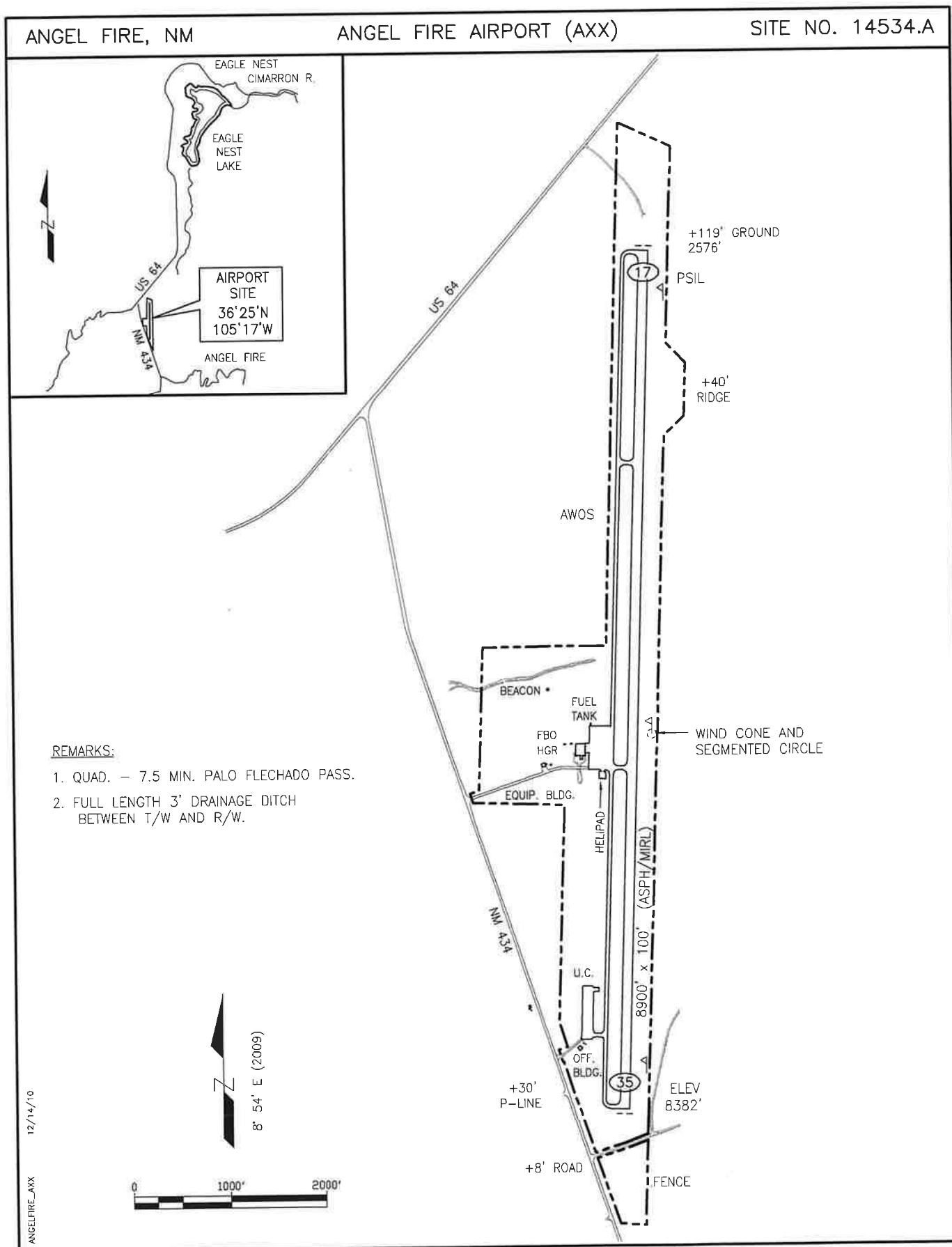
Print Name: MONTE CORDIE

By: [Signature]

Date: 07/19/23

Title: COUNTY MANAGER

EXHIBIT A



Certificate Of Completion

Envelope Id: BF39C6BA-4E87-4E08-9CB3-FFBC3DFB2092

Status: Sent

Subject: Complete with Docusign: AXX-24-01 - AIRCRAFT HANGAR CONSTRUCTION & REPPAIRS - AMENDMENT 1.pdf

Source Envelope:

Document Pages: 11

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Dan Moran

AutoNav: Enabled

1120 Cerrillos Rd.

Envelopeld Stamping: Enabled

Santa Fe, NM 87505

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Dan.Moran@dot.nm.gov

IP Address: 75.161.202.255

Record Tracking

Status: Original

Holder: Dan Moran

Location: DocuSign

2/18/2025 10:55:54 AM

Dan.Moran@dot.nm.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Department of Transportation

Location: Docusign

Signer Events

Signature

Timestamp

John Newell

Signed by:


John Newell
Deputy General Counsel
C750CEC1625D488...

Sent: 2/18/2025 10:59:14 AM

johnp.newell@dot.nm.gov

Viewed: 2/24/2025 7:28:29 AM

Deputy General Counsel

Signed: 2/24/2025 7:28:38 AM

NMDOT

Signature Adoption: Uploaded Signature Image

Security Level: Email, Account Authentication
(None)

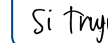
Using IP Address: 164.64.74.20

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Si Trujillo

Signed by:


Si Trujillo
B479E5876C71466...

Sent: 2/24/2025 7:28:40 AM

strujillo@co.colfax.nm.us

Resent: 2/26/2025 2:05:14 PM

Colfax County Commissioner

Viewed: 3/2/2025 12:08:04 PM

Security Level: Email, Account Authentication
(None)

Signed: 3/2/2025 12:08:33 PM

Signature Adoption: Pre-selected Style

Using IP Address: 216.147.127.178

Electronic Record and Signature Disclosure:

Accepted: 3/2/2025 12:08:04 PM

ID: 199ece9e-dd9c-4572-8e32-eb66d8d9f402

David Harris

DocuSigned by:


5948C760A3A7423...

Sent: 3/2/2025 12:08:34 PM

DavidC.Harris@dot.nm.gov

Viewed: 3/2/2025 12:46:44 PM

Modal Programs Executive Director

Signed: 3/2/2025 12:47:19 PM

NMDOT

Signature Adoption: Drawn on Device

Security Level: Email, Account Authentication
(None)

Using IP Address: 174.205.224.17

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Ricky Serna

Sent: 3/2/2025 12:47:20 PM

Ricky.Serna@dot.nm.gov

Cabinet Sokecretary

NMDOT

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Christina Lucero
 Christina.Lucero3@dot.nm.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/18/2025 10:59:15 AM
Envelope Updated	Security Checked	2/26/2025 2:03:09 PM
Envelope Updated	Security Checked	2/26/2025 2:03:09 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, New Mexico Department of Transportation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact New Mexico Department of Transportation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: Daniel.Garcia@doit.nm.gov

To advise New Mexico Department of Transportation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at Daniel.Garcia@doit.nm.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from New Mexico Department of Transportation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with New Mexico Department of Transportation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to Daniel.Garcia@doit.nm.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify New Mexico Department of Transportation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by New Mexico Department of Transportation during the course of your relationship with New Mexico Department of Transportation.

Board of Commissioners



Colfax County
New Mexico

Dist. 1: Si Trujillo
Member
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: Todd Tatum
Chairman
505-652-0039
ttatum@co.colfax.nm.us

COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-028

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, ACCEPTING AMENDMENT NO. 1 FOR PROJECT AXX- 24-01 FOR AIRCRAFT HANGAR CONSTRUCTION AND REPAIRS

WHEREAS, the Board of County Commissioners of Colfax County, New Mexico, is committed to maintaining and improving county infrastructure to support economic development and enhance public services; and

WHEREAS, Colfax County is actively engaged in improving aviation facilities at the **Colfax County Airport at Angel Fire (AXX)** to better serve residents, businesses, and visitors; and

WHEREAS, the County previously entered into a funding agreement for **Project AXX-24-01**, aimed at constructing and repairing aircraft hangars at the Colfax County Airport; and

WHEREAS, the New Mexico Department of Transportation - Aviation Division has issued **Amendment No. 1** to the original agreement, providing updated terms, funding adjustments, and revised timelines to better support the successful completion of the project; and

WHEREAS, **Amendment No. 1** is to be made **retroactive to March 2nd, 2025**, the date on which the amendment was signed; and

WHEREAS, the acceptance of **Amendment No. 1** is essential to ensure the project's continued progress and compliance with funding requirements; and

WHEREAS, Colfax County acknowledges its responsibility to comply with all applicable rules, regulations, and conditions set forth by NMDOT - Aviation Division in relation to this amendment.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Colfax County, New Mexico, that:

1. **Acceptance of Amendment No. 1:** Colfax County hereby formally accepts **Amendment No. 1** for **Project AXX-24-01** for aircraft hangar construction and repairs at the Colfax County Airport at Angel Fire, with the effective date being **March 2nd, 2025**.

Acting County Manager – Si Trujillo

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
Member
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: Todd Tatum
Chairman
505-652-0039
ttatum@co.colfax.nm.us

2. **Use of Funds:** The allocated funds shall be utilized solely for the purposes outlined in the amended agreement to support the successful completion of the project.
3. **County Manager Authorization:** The **County Manager** is authorized to execute all necessary documents and take all actions required to implement and administer the terms of the amended agreement.
4. **Compliance Assurance:** Colfax County commits to meeting all obligations, requirements, and timelines associated with the awarded funds in accordance with NMDOT - Aviation Division regulations.

PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-28

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, ACCEPTING AMENDMENT NO. 1 FOR PROJECT AXX-24-01 FOR AIRCRAFT HANGAR CONSTRUCTION AND REPAIRS

Acting County Manager – Si Trujillo

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COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-029

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, ACCEPTING THE FIRST AMENDMENT TO THE LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND AGREEMENT FOR BARTLETT MESA (CONTROL NO. LP40039)

WHEREAS, the Board of County Commissioners of Colfax County, New Mexico, is committed to maintaining and improving county road infrastructure to ensure public safety and efficient transportation; and

WHEREAS, Colfax County previously entered into a funding agreement under the **Local Government Transportation Project Fund (Control No. LP40039)** for the **Bartlett Mesa Subdivision Paving Project**; and

WHEREAS, the New Mexico Department of Transportation (NMDOT) has issued the **First Amendment** to the original agreement, providing additional funding, revised project terms, and updated timelines to facilitate the successful completion of the Bartlett Mesa Project; and

WHEREAS, the acceptance of the **First Amendment** is necessary to ensure the project is completed in a timely manner and in compliance with state regulations; and

WHEREAS, Colfax County acknowledges its responsibility to comply with all applicable rules, regulations, and conditions outlined in the amended agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Colfax County, New Mexico, that:

1. **Acceptance of First Amendment:** Colfax County hereby formally accepts the **First Amendment** to the **Local Government Transportation Project Fund Agreement (Control No. LP40039)** for the Bartlett Mesa Subdivision Paving Project.
2. **Use of Funds:** The allocated funds shall be utilized solely for the purposes outlined in the amended agreement to support the successful completion of the Bartlett Mesa Project.
3. **County Manager Authorization:** The **County Manager** is authorized to execute all necessary documents and take all actions required to implement and administer the terms of the amended agreement.

Acting County Manager – Si Trujillo

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4. **Compliance Assurance:** Colfax County commits to fulfilling all requirements, conditions, and timelines set forth by NMDOT to ensure proper use of funds and successful project completion.

PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-29

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, ACCEPTING THE FIRST AMENDMENT TO THE LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND AGREEMENT FOR BARTLETT MESA (CONTROL NO. LP40039)

Acting County Manager – Si Trujillo

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Board of Commissioners



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COUNTY OF COLFAX STATE OF NEW MEXICO RESOLUTION NO. 2025-030

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, ACCEPTING THE FIRST AMENDMENT TO THE LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND AGREEMENT FOR BLOSSER GAP (CONTROL NO. LP40023)

WHEREAS, the Board of County Commissioners of Colfax County, New Mexico, is committed to maintaining and improving county road infrastructure to ensure public safety and efficient transportation; and

WHEREAS, Colfax County previously entered into a funding agreement under the **Local Government Transportation Project Fund (Control No. LP40023)** for the **Blosser Gap Road Project**; and

WHEREAS, the New Mexico Department of Transportation (NMDOT) has issued the **First Amendment** to the original agreement, providing additional funding, revised project terms, and updated timelines to facilitate the successful completion of the Blosser Gap Project; and

WHEREAS, the acceptance of the **First Amendment** is necessary to ensure the project is completed in a timely manner and in compliance with state regulations; and

WHEREAS, Colfax County acknowledges its responsibility to comply with all applicable rules, regulations, and conditions outlined in the amended agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Colfax County, New Mexico, that:

1. **Acceptance of First Amendment:** Colfax County hereby formally accepts the **First Amendment** to the **Local Government Transportation Project Fund Agreement (Control No. LP40023)** for the Blosser Gap Road Project.
2. **Use of Funds:** The allocated funds shall be utilized solely for the purposes outlined in the amended agreement to support the successful completion of the Blosser Gap Project.
3. **County Manager Authorization:** The **County Manager** is authorized to execute all necessary documents and take all actions required to implement and administer the terms of the amended agreement.

Acting County Manager – Si Trujillo

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4. **Compliance Assurance:** Colfax County commits to fulfilling all requirements, conditions, and timelines set forth by NMDOT to ensure proper use of funds and successful project completion.

PASSED, APPROVED, AND ADOPTED this **10th day of March, 2025** by the Board of County Commissioners of Colfax County, New Mexico.

COLFAX COUNTY BOARD OF COMMISSIONERS:

Todd Tatum, Chairman

Mary Lou Kern, Vice-Chairman

Si Trujillo, Commissioner

ATTEST:

Sara Torres, Clerk of the Board

RESOLUTION NO. 2025-30

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO, ACCEPTING THE FIRST AMENDMENT TO THE LOCAL GOVERNMENT TRANSPORTATION PROJECT FUND AGREEMENT FOR BLOSSER GAP (CONTROL NO. LP40023)

Acting County Manager – Si Trujillo

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Raton, New Mexico 87740

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

MEMORANDUM OF UNDERSTANDING
BETWEEN
DOMESTIC VIOLENCE
VIGIL MALDONADO DETENTION CENTER

This Memorandum of Understanding (“MOU”) is entered into by and between the Alternatives to Violence (Department) and Vigil Maldonado Detention Center (Colfax County) (collectively referred to herein as the “Parties”)

RECITALS

WHEREAS, National Prison Rape Elimination Act (PREA) Standards 28.C.F.R. Part 115 the agency shall provide at least one way for ~~inmates~~ detainees to report abuse or harassment to a public or private entity or office that is not part of the agency, and that is able to receive and immediately forward ~~inmate~~ detainee reports to remain anonymous upon request. National Commission on Correctional Health Care (NCCHC) Standards and NMSA 1978 § 30-9-11 E(2).

WHEREAS, the Vigil Maldonado Detention Center is working with Alternatives to Violence (Lee Phillips) to be the outside reporting agency.

WHEREAS, the Alternatives to Violence will provide the number to inmates detainees for contact of Mr. Phillips for reporting purposes which is 575-445-5778.

WHEREAS, Mr. Phillips will contact the PREA Coordinator, or the Warden at the Vigil Maldonado Detention Center at 575-445-3691 to report the complaint.

Section one- Department Shall:

Provide Vigil Maldonado Detention Center with (2) telephone numbers, where Lee Phillips can be reached in order to receive reports of PREA misconduct.

Contact the Warden or PREA Coordinator for any anonymous reporting for detainees about PREA violations; and

Will provide an advocate for detainees for emotional support services related to sexual abuse.

Section two- Vigil Maldonado Detention Center Shall:

Provide Domestic Violence with a copy of the policy and procedures on PREA along with Federal ~~Statue~~ Statute 28 CFR Part 115.51 detainee reporting; and

Provide the telephone number of Vigil Maldonado Detention Center at 575-445-3691 and the PREA Coordinator cell phone at 505-617-2937.

1. Funding: both parties shall not pay each other to perform this Agreement except expenses incurred which should be agreed separately by both parties in writing.
2. Term. This Agreement shall become effective as of the Effective Date and shall remain in effect for a period of one year from the effective date (the “initial term”), and thereafter automatically renew for the successive four year including the initial term unless terminated by any party giving written notice of non-renewal to each other party hereto subject to the terms herein. The parties can stipulate an effective date to correct procedural errors or omissions.
3. Termination: This MOU may be terminated by either party for cause. The terminating party shall provide written notice of an alleged breach of this MOU to the other party and shall allow the other party a reasonable timeframe of at least 30 days to cure the alleged breach. If the breach is not cured or otherwise resolved within the timeframe, the MOU may be terminated for cause. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Department when it became unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Department or agents is indicted for fraud, embezzlement, or other crime due to misuse of public funds herein.

Section three- Third party Beneficiary Clause:

The parties specifically agree that this MOU is not intended to create in any way a third-party beneficiary in the public or any member thereof or to authorize anyone not a party to the MOU to maintain a suit of wrongful death, bodily and or personal injury to a person, damage to property, and or any other claim (s) whatsoever.

Section four- Neither the Department nor the County shall be responsible for liability incurred as a result of the other party’s acts or omissions in connection with the MOU. Any liability incurred in connection with this MOU is subject to immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq. this section is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties liabilities as governed by common law or the New Mexico Tort Claims Act. The parties shall not waive any limitation (s) of liability pursuant to law. No provision in this MOU modifies or waives provision of the New Mexico Tort claims Act. Each party shall be responsible for its own liability and waives all claims and causes of action against the other party for indemnification or to protect, defend or hold the other party harmless against any and all third-party claims for compensation, loss, damages, personal injury, or death occurring as a direct or indirect consequence of performing this MOA. Each party shall, at a minimum, provide and maintain insurance in such amounts as required by the state of New Mexico Tort Claims Act.

Section five-

Neither party shall assign or transfer any interest in this MOU without prior approval of the party.

Section six-

The Department and County agree to maintain all books, documents, papers, accounting records and other evidence pursuant to this MOU and to make sure such materials available at their prospective offices-for ten (10) years after the date of collection.

Section seven-Release:

The Parties agree not to purport to bind the other to any obligation not to assumed herein by the other. Unless the parties have given express written authority to do so and only within the strict limitations of that authority.

Section eight-Applicable Law:

The MOU and the rights and duties of the Parties hereto shall be governed by, and construed in accordance with, the state laws of the State of New Mexico without regard to principles of conflicts of law. Venue shall be in the state district court located within Colfax County, New Mexico. Section nine- Waiver of Jury Trial:

TO THE EXTENT PERMITTED BY LAW, THE PARTIES HEREBY IRREVOCABLY KNOWINGLY AND EXPRESSLY WAIVE ANY RIGHT TO TRIAL, BY JURY IN ANY ACTION OR PROCEEDING (A) TO ENFORCE OR DEFEND ANY RIGHT UNDER OR IN CONNECTION WITH THIS MOU OR ANY AMENDMENT, INSTRUMERNT, DOCUMERNT, OR AGREEMENT DELIVERED IN CONNECTION WITH OR RELAEED OT THIS MOU AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

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.

Section ten-Party:

The provision hereto shall be deemed independent and severable, and the invalidity or partial invalidity or enforceability of any one provision shall not affect the validity or enforceability of any other provision hereof.

Section eleven: Scope of MOU:

This MOU incorporates all the agreements and understandings have been merged into this written MOU. No prior agreements or understandings, verbal or otherwise, of parties or their agents shall become valid or enforceable unless embodied in this MOU.

Section twelve-Construction:

In constructing this MOU, all headings and titles are for the convenience of the parties only and shall not be considered part of this MOU. Words of any gender used in this MOU shall be held

and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. This MOU shall not be construed as if prepared by one of the parties, but rather according to its fair meaning as a whole, as if the parties had prepared it.

Section thirteen-Counterparts:

This MOU may be executed in two or more count parts, each of which shall be deemed an original but all of which together shall constitute one and the same MOU.

Section fourteen-Notices:

Except as otherwise specified herein, all notices hereunder shall be in writing and shall be given to the relevant party at its address or facsimile number set forth below, or such other address or facsimile number as the party may hereafter specify by notice to the other given by courier by United States certified or registered mail, by facsimile or by other telecommunication device capable of creating a written record of such notice and its receipt. Notice hereunder shall be addressed:

To the Department at:

Domestic Violence
Attn: Lee Phillips
124 Pecos Ave
Raton, NM 87740

To the County at:

Vigil Maldonado Detention Center
Regina Slade
444 E. Hereford
Raton, NM 87740

Each such notice, request or other communication shall be effective (i) given by facsimile , when such facsimile has been received by the sender, (ii) if given by mail, five (5)n days after such communications deposited in the mail, certified or registered with the return receipt requested, addressed as aforesaid or (iii) if given by any other means when delivered at the addressed specified in this section.

Section fifteen-Amended

This MOU shall not be altered, changed, or amended except by an instrument in writing and executed by the parties hereto.

Section sixteen

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.

The relationship between the parties is that of an independent contractor, that the agreement does not create an employment relationship, and that under no circumstances is the independent contractor an agent of the County.

This MOU 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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

ALTERNATIVES TO VIOLENCE

BY: _____
Lee Phillips

Date: _____

Vigil Maldonado Detention Center

By: _____
Regina Slade

Date: _____

PASSED, ADOPTED AND APPROVED this ____ day of ____, 2025.

BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO

By _____
Todd Tatum, Chairman

Mary Lou Kern, Vice Chair

Si Trujillo, Member

ATTEST:

County Clerk, Sara Torres

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN
THE COUNTY OF COLFAX AND COUNTY OF UNION**

This agreement is entered into by and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the County of Union (hereinafter referred to as the "the Contractor.")

Recitals

WHEREAS, the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's detainees on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the VMDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
 - a. Routine Care: VMDC shall provide only routine and ordinary medical care to a County of Union detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the County of Union. The expense associated with VMDC’s provision of extraordinary care shall be billed to the County of Union at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the County of Union as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The County of Union shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non-approval from The County of Union within three business days, it shall be deemed that the County of Union approved the provision of the extraordinary care described by VMDC. If extraordinary care requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the County of Union of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a County of Union detainee to a medical facility within Colfax County. The County of Union shall bear the cost of medical transportation of its detainee to a medical facility outside Colfax County.

d. Although telephone numbers are provided to facilitate communication, all notifications or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

County of Union

Warden Regina Slade

Name (Primary)

Name (Primary)

575-445-3691

Telephone Number

Telephone Number

575-707-0163

After-hours Telephone Number

After-hours Telephone Number

Si Trujillo, Acting County Manager

Name (Alternate)

Name (Alternate)

575-445-9661

Telephone Number

Telephone Number

1-505-617-6893

After-hours Telephone Number

After-hours Telephone Number

4. Transportation

a. The County of Union shall transport inmates to and from the County of Union at its own cost.

b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the County of Union for additional charges, disposal, or destruction.

5. Compensation. The Contractor shall pay the County \$ 170.00, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.

6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.

7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

8. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.

9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.

10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.

11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its

own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.

12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.
14. Records and audit.
 - a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
 - b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.
15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. Scope of agreement. This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.
18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.
19. Non-discrimination. The County is an Equal Opportunity Employer.
20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at the VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.
21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the reminder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

22. Authority The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN **WITNESS WHEREOF**, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

COLFAX COUNTY, NEW MEXICO

_____	_____
Todd Tatum, Chairman	Date
_____	_____
Mary Lou, Vice Chairman	Date
_____	_____
Si Trujillo , Member	Date

ATTEST:

Sara Torres (Colfax County Clerk)
(_____) County New Mexico

_____	_____
Contractor	Date

ATTEST:

City Clerk

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN
THE COUNTY OF COLFAX AND COUNTY OF ROOSEVELT**

This agreement is entered into by the and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the County of Roosevelt(hereinafter referred to as the "the Contractor.")

Recitals

WHEREAS, the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

WHEREAS the County is willing to incarcerate the Contractor's detainees on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed it the VMDC is either a person temporarily imprisoned while begin conveyed or awaiting conveyance t a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
 - a. Routine Care: VMDC shall provide only routine and ordinary care medical care to a County of Roosevelt detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the County of Roosevelt. The expense associated with VMDC’s provision of extraordinary care shall be billed to the County of Roosevelt at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the County of Roosevelt as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The County of Roosevelt shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non-approval from The County of Roosevelt within three business days, it shall be deemed that the County of Roosevelt approved the provision of the extraordinary care described by VMDC. If extraordinary care requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the County of Roosevelt of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a County of Roosevelt detainee to a medical facility within Colfax County. The County of Roosevelt shall bear the cost of medical transportation of its detainee to a medical facility outside Colfax County.

d. Although telephone numbers are provided to facilitate communication, all notifications or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

County of Roosevelt

Warden Regina Slade

Name (Primary)

Name (Primary)

575-445-3691

Telephone Number

Telephone Number

575-707-0163

After-hours Telephone Number

After-hours Telephone Number

Si Trujillo, Acting County Manager

Name (Alternate)

Name (Alternate)

575-445-9661

Telephone Number

Telephone Number

1-505-617-6893

After-hours Telephone Number

After-hours Telephone Number

4. Transportation

a. The County of Roosevelt shall transport inmates to and from the County of Roosevelt at its own cost.

b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the County of Roosevelt for additional charges, disposal, or destruction.

5. Compensation. The Contractor shall pay the County \$ 170.00, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.

6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.

7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

8. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.

9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.

10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.

11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.
14. Records and audit.
 - a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
 - b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.
15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. Scope of agreement. This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.
18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.
19. Non-discrimination. The County is an Equal Opportunity Employer.
20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at the VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.
21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the reminder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

22. Authority The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN **WITNESS WHEREOF**, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

COLFAX COUNTY, NEW MEXICO

_____	_____
Todd Tatum, Chairman	Date
_____	_____
Mary Lou, Vice Chairman	Date
_____	_____
Si Trujillo , Member	Date

ATTEST:

Sara Torres (Colfax County Clerk)
(_____) County New Mexico

_____	_____
Contractor	Date

ATTEST:

City Clerk

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN
THE COUNTY OF COLFAX AND COUNTY OF TAOS**

This agreement is entered into by and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the County of Taos (hereinafter referred to as the "the Contractor.")

Recitals

WHEREAS, the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's detainees on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the VMDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
 - a. Routine Care: VMDC shall provide only routine and ordinary care medical care to a County of Taos detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the County of Taos. The expense associated with VMDC’s provision of extraordinary care shall be billed to the County of Taos at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the County of Taos as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The County of Taos shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non-approval from The County of Taos within three business days, it shall be deemed that the County of Taos approved the provision of the extraordinary care described by VMDC. If extraordinary care requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the County of Taos of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a County of Taos detainee to a medical facility within Colfax County. The County of Taos shall bear the cost of medical transportation of its detainee to a medical facility outside Colfax County.

d. Although telephone numbers are provided to facilitate communication, all notifications or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

County of Taos

Warden Regina Slade

Name (Primary)

Name (Primary)

575-445-3691

Telephone Number

Telephone Number

575-707-0163

After-hours Telephone Number

After-hours Telephone Number

Si Trujillo, Acting County Manager

Name (Alternate)

Name (Alternate)

575-445-9661

Telephone Number

Telephone Number

1-505-617-6893

After-hours Telephone Number

After-hours Telephone Number

4. Transportation

a. The County of Taos shall transport inmates to and from the County of Taos at its own cost.

b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the County of Taos for additional charges, disposal, or destruction.

5. Compensation. The Contractor shall pay the County \$ 170.00, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.

6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.

7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

8. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.

9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.

10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.

11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.
14. Records and audit.
 - a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
 - b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.
15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. Scope of agreement. This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.
18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.
19. Non-discrimination. The County is an Equal Opportunity Employer.
20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at the VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.
21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the reminder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

22. Authority The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN **WITNESS WHEREOF**, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

COLFAX COUNTY, NEW MEXICO

_____	_____
Todd Tatum, Chairman	Date
_____	_____
Mary Lou, Vice Chairman	Date
_____	_____
Si Trujillo , Member	Date

ATTEST:

Sara Torres (Colfax County Clerk)
(_____) County New Mexico

_____	_____
Contractor	Date

ATTEST:

City Clerk

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN
THE COUNTY OF COLFAX AND COUNTY OF SAN MIGUEL**

This agreement is entered into by and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the County of San Miguel (hereinafter referred to as the "the Contractor.")

Recitals

WHEREAS, the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's detainees on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the VMDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
 - a. Routine Care: VMDC shall provide only routine and ordinary care medical care to a County of San Miguel detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the County of San Miguel. The expense associated with VMDC’s provision of extraordinary care shall be billed to the County of San Miguel at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the County of San Miguel as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The County of San Miguel shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non- approval from The County of San Miguel within three business days, it shall be deemed that the County of San Miguel approved the provision of the extraordinary care described by VMDC. If extraordinary care requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the County of San Miguel of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a County of San Miguel detainee to a medical facility within Colfax County. The County of San Miguel shall bear the cost of medical transportation of its detainee to a medical facility outside Colfax County.

d. Although telephone numbers are provided to facilitate communication, all notifications or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

County of San migul

Warden Regina Slade

Name (Primary)

Name (Primary)

575-445-3691

Telephone Number

Telephone Number

575-707-0163

After-hours Telephone Number

After-hours Telephone Number

Si Trujillo, Acting County Manager

Name (Alternate)

Name (Alternate)

575-445-9661

Telephone Number

Telephone Number

1-505-617-6893

After-hours Telephone Number

After-hours Telephone Number

4. Transportation

- a. The County of San Miguel shall transport inmates to and from the County of San Miguel at its own cost.
- b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the County of San Miguel for additional charges, disposal, or destruction.

5. Compensation. The Contractor shall pay the County \$ 170.00, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.
6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.
7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.
8. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.
9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.
10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its

own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.

12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.
14. Records and audit.
 - a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
 - b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.
15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. Scope of agreement. This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.
18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.
19. Non-discrimination. The County is an Equal Opportunity Employer.
20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at the VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.
21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the reminder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

22. Authority The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN **WITNESS WHEREOF**, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

COLFAX COUNTY, NEW MEXICO

_____	_____
Todd Tatum, Chairman	Date
_____	_____
Mary Lou, Vice Chairman	Date
_____	_____
Si Trujillo , Member	Date

ATTEST:

Sara Torres (Colfax County Clerk)
(_____) County New Mexico

_____	_____
Contractor	Date

ATTEST:

City Clerk

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN
THE COUNTY OF COLFAX AND VILLAGE OF ANGEL FIRE**

This agreement is entered into by the and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the Village of Angel Fire (hereinafter referred to as the "the Contractor.")

Recitals

WHEREAS, the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's detainees on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed at the VMDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
 - a. Routine Care: VMDC shall provide only routine and ordinary medical care to a Village of Angel Fire detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the Village of Angel Fire. The expense associated with VMDC’s provision of extraordinary care shall be billed to the Village of Angel Fire at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the Village of Angel Fire as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The Village of Angel Fire shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non- approval from The Village of Angel Fire within three business days, it shall be deemed that the Village of Angel Fire approved the provision of the extraordinary care described by VMDC. If extraordinary care requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the Village of Angel Fire of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a Village of Angel Fire detainee to a medical facility within Colfax County. The Village of Angel Fire shall bear the cost of medical transportation of its detainee to a medical facility outside Colfax County.

d. Although telephone numbers are provided to facilitate communication, all notifications or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

Warden Regina Slade
Name (Primary)

575-445-3691
Telephone Number

575-707-0163
After-hours Telephone Number

Si Trujillo, Acting County Manager
Name (Alternate)

575-445-9661
Telephone Number

1-505-617-6893
After-hours Telephone Number

Village of Angel Fire

Name (Primary)

Telephone Number

After-hours Telephone Number

Name (Alternate)

Telephone Number

After-hours Telephone Number

4. Transportation

a. The Village of Angel Fire shall transport inmates to and from the Village of Angel Fire at its own cost.

b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the Village of Angel Fire for additional charges, disposal, or destruction.

5. Compensation. The Contractor shall pay the County \$ 170.00, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.

6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.

7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days' written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.

8. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.

9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.

10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.

11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.

12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.

13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a

person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts with the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.

14. Records and audit.

- a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
- b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.

15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

16. Scope of agreement. This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.

18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.

19. Non-discrimination. The County is an Equal Opportunity Employer.

20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.

21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the remainder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

22. Authority The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN WITNESS WHEREOF, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

COLFAX COUNTY, NEW MEXICO

Todd Tatum, Chairman

Date

Mary Lou, Vice Chairman

Date

Si Trujillo , Member

Date

ATTEST:

Sara Torres (Colfax County Clerk)

(_____) County New Mexico

Contractor

Date

ATTEST:

City Clerk

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN
THE COUNTY OF COLFAX AND CITY OF CLAYTON**

This agreement is entered into by and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Clayton (hereinafter referred to as the "the Contractor.")

Recitals

WHEREAS, the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's detainees on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed at the VMDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
 - a. Routine Care: VMDC shall provide only routine and ordinary medical care to a City of Clayton detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the City of Clayton. The expense associated with VMDC’s provision of extraordinary care shall be billed to the City of Clayton at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the City of Clayton as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The City of Clayton shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non-approval from The City of Clayton within three business days, it shall be deemed that the City of Clayton approved the provision of the extraordinary care described by VMDC. If extraordinary care requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the City of Clayton of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a City of Clayton detainee to a medical facility within Colfax County. The City of Clayton shall bear the cost of medical transportation of its detainee to a medical facility outside Colfax County.

d. Although telephone numbers are provided to facilitate communication, all notifications or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

City of Clayton

Warden Regina Slade

Name (Primary)

Name (Primary)

575-445-3691

Telephone Number

Telephone Number

575-707-0163

After-hours Telephone Number

After-hours Telephone Number

Si Trujillo, Acting County Manager

Name (Alternate)

Name (Alternate)

575-445-9661

Telephone Number

Telephone Number

1-505-617-6893

After-hours Telephone Number

After-hours Telephone Number

4. Transportation

a. The City of Clayton shall transport inmates to and from the City of Clayton at its own cost.

b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the City of Clayton for additional charges, disposal, or destruction.

5. Compensation. The Contractor shall pay the County \$ 170.00, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.
6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor with a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.
7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days' written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.
8. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.
9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.
10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.

13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts with the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.
14. Records and audit.
- a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
 - b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.
15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
16. Scope of agreement. This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.
17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.
18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.
19. Non-discrimination. The County is an Equal Opportunity Employer.
20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.
21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the remainder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.
22. Authority. The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN WITNESS WHEREOF, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

COLFAX COUNTY, NEW MEXICO

Todd Tatum, Chairman

Date

Mary Lou, Vice Chairman

Date

Si Trujillo , Member

Date

ATTEST:

Sara Torres (Colfax County Clerk)

(_____) County New Mexico

Contractor

Date

ATTEST:

City Clerk

**AGREEMENT FOR INMATE CONFINEMENT
BETWEEN
THE COUNTY OF COLFAX AND CITY OF RATON**

This agreement is entered into by and between the County of Colfax, a political subdivision of the State of New Mexico (hereinafter referred to as the "County") and the City of Raton (hereinafter referred to as the "the Contractor.")

Recitals

WHEREAS, the Contractor needs a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, arrested by the Contractor's law enforcement officials, or arrested by other law enforcement agencies within the Contractor's jurisdiction; and

WHEREAS, the County owns and operates the Vigil-Maldonado Adult Detention Center (VMDC) which from time to time, has vacant bed space; and

WHEREAS, the County is willing to incarcerate the Contractor's detainees on a space available basis.

NOW, THEREFORE, IT IS MUTUALLY AGREED, by both parties as follows:

1. Housing of detainees. The county agrees to house persons awaiting indictment or trial on behalf of the Contractor from time-to-time as space is available in the County's Colfax County detention center (VMDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed at the VMDC is either a person temporarily imprisoned while being conveyed or awaiting conveyance to a county jail in the Contractor's County or a person whose life is in imminent danger in the present place of incarceration, as specified in NMSA 1978, Sections 33-3-13 and 33-3-14, and the contractor agrees in any event that any persons housed at the VMDC meet the minimum criteria established by these statutes and agrees to compensate the County for the housing as set forth in the next paragraph.
2. Conditions of housing. The County will house all detainees consistent with its prevailing policies, post orders and other routine practices, and will follow the Adult Detention Professional Standards established by the New Mexico Association of Counties. In addition, allegations of sexual misconduct up to and including sexual violence within the facility, VMDC will provide video/computer court capability to Contractor.
3. Medical Care
 - a. Routine Care: VMDC shall provide only routine and ordinary medical care to a City of Raton detainee without additional charge. Routine care is that which can be administered at the facility by VMDC staff. Routine and ordinary care EXCLUDES pharmacy and prescription services, lab tests, x-rays, specialist consultation, treatment of severe chronic or life-threatening maladies, surgical procedures, hospital stays, and other similar care. Detainees transported to VMDC shall arrive with medical clearance and a brief medical history.

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the City of Raton. The expense associated with VMDC’s provision of extraordinary care shall be billed to the City of Raton at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine necessity and level of such extraordinary care. If extraordinary care is NOT urgent, VMDC shall notify the City of Raton as soon as practicable for further instructions. In the case of non-urgent extraordinary medical care, The City of Raton shall have three (3) business days from the day it receives notice from VMDC of its intention to provide extraordinary care to notify VMDC that it does not approve provision of such services. If VMDC does not receive such notice of non-approval from The City of Raton within three business days, it shall be deemed that the City of Raton approved the provision of the extraordinary care described by VMDC. If extraordinary care requires emergency attention, VMDC shall initiate immediate care, including transport to appropriate medical facility if necessary. In the event of emergency extraordinary care, VMDC shall notify the City of Raton of the emergency medical or mental health treatment of its detainee(s) within twenty-four (24) hours of same.

c. Medical Transportation. Colfax County shall bear the cost of medical transportation of a City of Raton detainee to a medical facility within Colfax County. The City of Raton shall bear the cost of medical transportation of its detainee to a medical facility outside Colfax County.

d. Although telephone numbers are provided to facilitate communication, all notifications or approvals pursuant to this paragraph shall be documented by email to the addresses set out herein. A change in the contact information for either party for the purposes of this paragraph shall only be effective by notification.

VMDC

City of Raton

Warden Regina Slade

Name (Primary)

Name (Primary)

575-445-3691

Telephone Number

Telephone Number

575-707-0163

After-hours Telephone Number

After-hours Telephone Number

Si Trujillo, Acting County Manager

Name (Alternate)

Name (Alternate)

575-445-9661

Telephone Number

Telephone Number

1-505-617-6893

After-hours Telephone Number

After-hours Telephone Number

4. Transportation

- a. The City of Raton shall transport inmates to and from the City of Raton at its own cost.
- b. Illegal items and/or contraband found in a detainee's possession during the booking process will be confiscated and turned over to the City of Raton for additional charges, disposal, or destruction.

5. Compensation. The Contractor shall pay the County \$ 170.00, per full or partial calendar day for each Contractor detainee confined at VMDC. VMDC has the option to review and increase this Contract by mutual agreement of both parties, upon the anniversary date in an amount equal to five percent (5%) of the then current rate.
6. Invoices. The County shall bill the Contractor for all detainees housed at VMDC monthly and shall provide the Contractor a statement containing the names of the Contractor's detainee(s) with their booking number and dates of incarceration, so the total number of days billed and the total Contractor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt.
7. Term. This agreement shall become effective when signed by both parties. The initial term of the agreement is one year/ 12 months. Unless either party provides thirty days' written notice to the other party of its intent not to renew the agreement, the agreement will automatically be renewed for a one-year period, not to exceed a total of four (4) years.
8. Termination. This agreement may be terminated by either party upon thirty (30) days written notice to the party, however, a termination shall not be effective until such time as all the Contractor's detainees have been removed from the VMDC. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. If notice of termination is given by either party, the Contractor must pick up its detainees within the 30-day written notice period or be subject to a charge of (\$190.00) per day beginning on the 31st day. Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.
9. No third-party beneficiaries. This agreement does not create, nor does either party to this agreement intend to create any right, title, or interest in or for the benefit of any person other than the County or the Contractor, and no person shall claim any right, title, or interest under this agreement or seek to enforce this agreement as a third-party beneficiary of this agreement or otherwise.
10. Insurance. The County maintains public liability insurance for its operation of the VMDC. The Contractor shall always maintain a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
11. Liability. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation or alleged violation of requirements applicable to the performance of the agreement. Each party shall be liable for its actions subject to the immunities and limitation of the New Mexico Tort Claims Act.
12. Worker's compensation. The County shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
13. Subcontracting. The County may subcontract the services to be performed under this agreement. If a person housed at the VMDC is transferred to another facility pursuant to a subcontract, the Contractor

shall be notified within twenty-four (24) hours of the transfer. If the County subcontracts with the services to be performed under this agreement, any such subcontractor shall be bound to the same terms as described herein.

14. Records and audit.

- a. The County shall maintain detailed records and shall endeavor to ensure that billing statements are accurate and correspond to detainee housing and booking records. Such records shall be subject to inspection by the Contractor, the Department of Finance and Administration and the State Auditor.
- b. The Contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish all criminal histories of Contractor detainees in custody at VMDC.

15. Amendments. This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.

16. Scope of agreement. This agreement incorporated all the agreements covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written agreement. No prior agreement, covenant or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this agreement.

17. Applicable law. This agreement shall be governed by the laws of the State of New Mexico.

18. Representation and warranties. The County hereby represents that it is in compliance with the Americans with Disabilities Act.

19. Non-discrimination. The County is an Equal Opportunity Employer.

20. Access by contractor. The Contractor, through permission of the Detention Administrator of VMDC, may inspect the conditions under which its detainees are detained at VMDC. Access to VMDC shall be coordinated through the Detention Administrator or their designee.

21. Severability. Should any part of this agreement be determined invalid or unenforceable by a court, the remainder of this agreement shall not be affected and shall remain valid and enforceable to the fullest extent of the law.

22. Authority The individuals signing below on behalf of the parties hereby warrant and represent that they have full legal authority to bind the parties to this Contract and have taken whatever steps are required by law and their governing documents to do so. Electronically duplicated signatures shall be permitted and, if used, shall be binding. This Contract may be signed in duplicate originals bearing the signatures of fewer than all parties if all parties have signed at least one duplicate original.

IN WITNESS WHEREOF, the County and the Contractor have caused this agreement to be executed, said Agreement to become effective when signed by both parties.

COLFAX COUNTY, NEW MEXICO

Todd Tatum, Chairman

Date

Mary Lou, Vice Chairman

Date

Si Trujillo , Member

Date

ATTEST:

Sara Torres (Colfax County Clerk)

(_____) County New Mexico

Contractor

Date

ATTEST:

City Clerk

Board of Commissioners



Colfax County
New Mexico

Dist. 1: Si Trujillo
Member
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: Todd Tatum
Chairman
505-652-0039
ttatum@co.colfax.nm.us

PROPERTY USE AND LIABILITY AGREEMENT WITH COLFAX COUNTY FOR THE "INTERNATIONAL SANTA FE TRAIL BALLOON RALLY" ACTIVITY

This Agreement is made between **Colfax County**, hereinafter referred to as "County," and **Raton MainStreet**, hereinafter referred to as "MainStreet," for its **International Santa Fe Trail Balloon Rally**, hereinafter referred to as "Balloon Rally."

TERMS AND CONDITIONS

1. Grant of Access and Use:

The County hereby grants MainStreet access and use of the identified space at **La Mesa Airfield** for the purpose of launching, retrieving, and tethering hot air balloons on **July 4th - 6th, 2025**. Either party may terminate this Agreement without cause upon **10 days' notice**. The parties acknowledge that approval of this event by the County is a condition precedent to this Agreement.

2. Care of Property:

Raton MainStreet agrees that in exchange for allowing it access to the property, it shall, at its own expense and at all times, maintain the property in excellent and safe condition. MainStreet shall return said property in the same condition as received, free of all debris and waste. Furthermore, MainStreet shall be responsible for all clean-up and trash removal. Raton MainStreet shall be responsible for providing sanitary toilet facilities to accommodate expected crowds.

3. Alterations:

Raton MainStreet shall not make any alterations, additions, or improvements to the property without the prior written approval of the County.

4. Ordinances and Statutes:

Raton MainStreet and its participants shall comply with all statutes, ordinances, and requirements of municipal, county, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the properties described herein and the use thereof, and comply with all laws now in effect or hereinafter in effect regarding its activities.

5. Liability; Public and Property Liability Insurance of the Raton MainStreet and County:

Any liability of the Raton MainStreet or its agents, and the liability of the County and its agents incurred in connection with this Balloon Activity Agreement, is subject to the immunities and limitations of the **New Mexico Tort Claims Act**, NMSA 1978, Sections **41-4-1**, et seq., as amended. No provision of this Agreement modifies or waives any

Acting County Manager – Si Trujillo

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
Member
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: Todd Tatum
Chairman
505-652-0039
ttatum@co.colfax.nm.us

provision of the New Mexico Tort Claims Act. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. The County and MainStreet will have and keep in force at all times during the term of this Agreement their respective public liability insurance, worker's compensation, and property insurance for their respective activities under this Agreement through the **New Mexico Self Insurer Fund** or otherwise in accordance with the provisions and amounts set forth in **Exhibit A** hereto.

6. **Indemnity:**

Neither party hereto nor its public employees shall seek indemnification or contribution from the other party hereto.

7. **Applicable Law:**

Any and all disputes between Raton MainStreet and the County arising from the use of the La Mesa Airfield property for Balloons, including any claims for personal injury or death, will be governed by the laws of the **State of New Mexico** and the exclusive jurisdiction thereof will be in the state or federal courts of the State of New Mexico.

8. **No Partnership/Joint Venture by the Parties:**

This Agreement does not constitute a partnership or joint venture. Raton MainStreet shall be responsible for any undertaking or activity in planning and conducting the Balloon Rally and agrees that it is not an agent, representative, or employee of Colfax County. Likewise, the County agrees that it is not an agent or employee of MainStreet.

9. **Independent Contractor:**

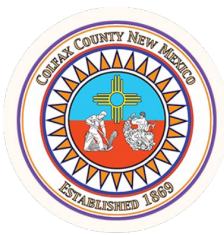
The County and MainStreet agree that any and all performance under this Agreement will be exercised by it as an **independent contractor** and not as an agent or employee of the other.

Acting County Manager – Si Trujillo

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
Member
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: Todd Tatum
Chairman
505-652-0039
ttatum@co.colfax.nm.us

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties herein provided as of the date of approval by the parties.

Title:
Colfax County Representative

Title:
Raton MainStreet Representative

Date: _____

PROPERTY USE AND LIABILITY AGREEMENT WITH COLFAX COUNTY FOR THE "INTERNATIONAL SANTA FE TRAIL BALLOON RALLY" ACTIVITY

Acting County Manager – Si Trujillo
P.O. Box 1498
Raton, New Mexico 87740

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

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.)

Vermejo Park Ranch and Six Pack Outdoors will be hosting the third annual Charcoal Burner Race on May 17, 2025. The race will include a 41 mile, 64 mile, and 97 mile gravel bike race and a 13.1 mile half marathon. The event will be hosted near the old town site of Catskill, NM and one of the two remaining sets of charcoal ovens left standing in New Mexico, hence the name for the race. Last year the race drew about 200 participants and this year we are hoping for 300 participants at the event.

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

The objective of the Charcoal Burner is to showcase the amazing gravel bicycling and adventure running opportunities in Colfax County. From mountain biking at Angel Fire to gravel riding on the high plains of eastern Colfax County, to adventure running and riding opportunities at Sugarite State Park our County has some amazing areas to ride and run. Vermejo has partnered with many local partners to not only highlight Vermejo but hopefully all of Colfax County. Our partners already include Blue Dragonfly Brewery and B&B, Moss Adventures, The Raton Pass Inn, 111 Park, Bruno's Pizza, Ultimate Sports, Topar Welding, Master of the Mountains, and FiTaos. All of our partner /sponsors have offered either direct support for the race, prize donations and/or financial support.

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.

One of the goals for starting the Charcoal Burner was to engage and support local businesses. Prizes were mostly in the form of gift certificates from local businesses to encourage participants to support our local economy. For example: 111 Park, Colfax Craft Bar, and Brunos Pizza offer gift certificates for podium finishers, the Raton Pass Inn offers reduced rate lodging for participants, and Vermejo also offers lodging packages. Blue Dragon Fly Brewery and Moss Adventures will be at the event providing support.

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

By showcasing Colfax County as a destination for gravel cycling and adventure running we hope to make our area a destination for cyclists and runners. The annual Charcoal Burner can be one of a series of events that bring people to our area. A guide highlighting potential rides for and runs for visitors to our area would be a great opportunity. Two other local events the Master of the Mountains and Vermejo Flyathlon are partners and those events will be promoted at the Charcoal Burner event.

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

Partner Name	Partner Contribution
Six Pack Outdoors	\$ 10,796
Ultimate Sports	\$ 3,100 direct and in-kind
Blue Dragonfly Brewery	\$ 1,200 in-kind support
Topar Welding	\$ 600 in-kind support

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)

Printed Name

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)	Six Pack Outdoors
Facility, Attraction, or Event Name	Charcoal Burner Vermejo Park Ranch
Event Date(s)	May 17, 2025
Facility, Attraction, or Event Organizer Name & Title within Organization	Geoff Hall - Board of Directors - Six Park Outdoors Gus Holm - General Manager - Vermejo Park Ranch
Phone Number of Organizer	Geoff Hall - 806.676.9741 Gus Holm - 575.447.1145
Email of Organizer	Geoff Hall - goof@sixpackoutdoors.org Gus Holm - gus.holm@vermejo.com
Facility, Attraction, or Event Location(s)	Charcoal Burner - The Start - Finish will be on Vermejo Park Ranch at the Lower Charcoal Ovens 23 miles west of Raton Hwy 555

Expected Results

Number of participants at your facility, attraction, or event (excluding volunteers and staff)	We anticipate having 300 participants for this year's race.
Number of volunteers/staffs at your facility, attraction, or event	There will be 12-16 volunteers and staff at the event.

Specify OTHER revenue sources expected to be contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded
Master of the Mountain	\$400	November 6, 2024

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
Moss Adventures	Tee Shirts (300 @\$16)	May 17, 2025	\$4,800
Trinidad Pumping	Portable Toilets (14 @ \$300)	May 16 - 18, 2025	\$4,200
KRTN Radio Station	Radio Advertisement	Jan. 15, 2025 - Mar, 15, 2025	\$1,500
Total Projected Cost of Marketing:			\$10,500

EVALUATION FORM 1 of 2

LODGERS' TAX SUMMARY REPORT (Turn in no later than 45 days after event)

Contact Information

Organization Name (As listed on W9)	
Facility, Attraction, or Event Name	
Attraction or Event Date(s)	
Facility, Attraction, or Event Organizer Name & Title within Organization	
Phone Number of Organizer	
Email of Organizer	
Facility, Attraction, or Event Location(s)	

Results

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

Specify OTHER revenue sources contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded

Post-Facility, Attraction, or Event Form 2

EVALUATION FORM 2 of 2

LODGERS' TAX SUMMARY REPORT

(Turn in no later than 45 days after event)

1. How did you calculate your facility, attraction, or event's attendance?

2. Describe your advertising/marketing/promotional plan and how you used the funds to achieve it?

3. Describe the facility, attraction, or event's impact on businesses and residents located in Colfax County:

Signature of person completing evaluation: _____ Date: _____

Failure to submit an evaluation form and post-event expense report may result in denial of future requested funding.

Post-Facility, Attraction, or Event Form 3

EXPENDITURES REPORT

COLFAX COUNTY LODGERS TAX FUND FINAL REPORT

(Turn in no later than 45 days after event)

Name: _____ Report Date: _____

Contact Name: _____ Contact #: _____

Address: _____ E-Mail: _____

Name of Business/Organization	Amount Awarded	Date Funding Awarded

<u>Date</u> Submitted for Payment	<u>Vendor Name</u> Attach copy of Business Invoice	<u>Product</u> Attach proof of Service/Product	<u>Purpose</u> Describe	<u>Amount of Invoice</u>	<u>Date Paid</u> Proof of Payment

Colfax County



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

ELGIBILITY

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

SUBMISSION REQUIREMENTS

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

For Lodger's Tax Advisory Board Use Only

PRIORITY #	#
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$

Title/Position

NOT COVERED

Lodger's Tax WILL NOT cover:

- Item submissions such as time to download or upload materials for any services, rent, fences, entertainment, announcers, volunteers, etc. These are the item submission costs which made the actual event happen in the first place.
- Food of any kind or substance including bottled water for participants.
- Facility, Attraction, or Event Decorations which include anything used to make something more attractive or festive. These could be fireworks, goodie bags, awards, trophies, or thank-you gestures. A decoration can also be a medal or award conferred as an honor.
- Video production for advertising or marketing purposes. Only the distribution expenses of the video will be considered allowable expenses through Google, social media, or a digital placement contract with an outside vendor.
- ***Sponsor banners with the Establishment's logo. The only permitted banner is a banner that ONLY uses the Colfax County logo, but no other businesses or sponsors logo will be permitted.***
- Website construction/maintenance: Lodgers' Tax does not cover the construction of a website. Lodger's Tax **DOES** cover the social media or digital marketing required to draw traffic to a website. The website is an extension of the proposed business- we cover what you do to drive traffic to the business. For example: Google ads or other forms of advertisement on social media would be covered. Items added which were **not** included in the County's **Approved** Funding Application.

If you have any questions regarding expenditures being an appropriate use of Lodger's Tax revenue, please contact:

County Manager Monte Gore (575) 445-9661 mgore@co.colfax.nm.us

Lodger's Tax Clerk Tina Colangelo @ (575) 445-9661 tcolangelo@co.colfax.nm.us

ADVERTISING TIPS AND RECOMMENDATIONS

Social Media:

Social Media Advertising- target regions outside of Colfax County, you can change the age, gender, demographic, and interests of who you are targeting through paid ads. Ads must have an image or video for best demographic capture.

- Facebook: Put in your image or video and select boost found in the bottom-right corner of the post. From here you can select the details, demographics, budget, and time of reach. There are two kinds of reach: organic and paid. Organic is what would show up without a paid boost, paid with what you're asking Facebook to put out there. Facebook also tracks who clicks or shares your ads as well. Or create an event and make it public.
- Target Specific Facebook groups: look up supporters of your event and see if they have group social media pages dedicated to that. If they do, see if you can post your flyer on those pages.
- Instagram: make sure you have an event hashtag and a way for the individuals who love your event to share their photo experiences. Make sure you have an account for people to tag into. Users have the option to share their posts to Facebook.
- Snapchat: Geofilter- you can pay for a filter to advertise your event. You pay based on where it is and what it looks like. Geofilter is another word for a digital sticker.

Magazine or Digital Advertising:

Trade or Industry Magazines and Digital Advertising- A suggested plan of action next to social media is to target publications that specifically cater to your interest group and advertise both in print and on their digital platforms which include banners, web ads, e-blasts, newsletters, Facebook endorsements.

- Look at circulation of the publication and subscribers to digital press. Determine if printing or digital would be more effective by research of the timelines, when the traditional customers are planning their season or excursion or look at the age demographic of the consumer to determine the percentages.

YouTube channel: does your organization have a lot of videos? Post your videos to have them shared or share the videos.

Advertising to the local community can be done at low to no cost in the Community Calendars of KRTN Radio Station, KCRT Radio Station, KNCE Radio Station, KXMT Radio Station, KTAO Radio Station, The World Journal Newspaper, The Chronicle Newspaper, Colfax Gazette Newspaper, The Taos News Newspaper, Tourist Information Centers, etc. You may contact radio stations for live conversation broadcasts to promote the tourist-related facility, attraction, or tourist-related event.

Photos and Videos sell events!

APPROVED IN LODGER'S TAX ADVISORY COMMITTEE MEETING THE ____ DAY OF _____, 2022

Witness my hand and seal on this ____ day of _____.

**LODGER'S TAX ADVISORY BOARD
COLFAX COUNTY, NEW MEXICO**

**STATE OF NEW MEXICO
COUNTY OF COLFAX**

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2022, by _____.

(SEAL)

Notary Public

My Commission Expires: _____

This guide and application have been PASSED, APPROVED AND ADOPTED ON THE ____ day of _____, 2022, and SHALL TAKE EFFECT ON _____, 2022.

**BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO**

Chairman

Vice-Chairman

Member

ATTESTED

Clerk of the Board

ColfaxCounty



LODGERS TAX APPLICATION

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

1. Narrative:

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

LMNOC Broadcasting will produce and broadcast radio advertising campaigns on our radio stations that cover Colfax County. These announcements would promote initiatives, events and information monthly to attract visitors to the county.

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

The objective is to provide radio announcements and campaigns that generate listener response and action to participate in Colfax County events or take advantage of various programs and initiatives.

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

attraction, or event

LMNOC delivers compelling and captivating local programming on six radio stations. LMNOC delivers all demographics in its respective coverage areas with various radio formats that directly target visitors coming to the area for an event or program.

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

Our professional radio staff will assist Colfax County in creating effective and compelling radio messages across our stations to encourage listeners to visit Colfax County for culture, art and specified events.

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

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

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

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

Isabel Peña

Printed Name



Signature

Attraction, or Event Form

Name of Business/Or anization	Amount Awarded	Date Fundin Awarded

Pre-Facility,

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 News a er	Newspaper Advertisement Promotion	April 10-24	\$60.00
Broadcasting	Kadon Digital Hi Advertising	203	\$100.00

Attraction, or Event Form
(Turn in no later than 45 days after event)

Contact Information

Organization Name (As listed on W9)	LMNOC Broadcasting, LLC
Facility, Attraction, or Event Name	Radio media Group
Attraction or Event Date(s)	Radio Advertising campaigns
Facility, Attraction, or Event Organizer Name & Title within Organization	575. 758. 4491 / Isabel Peña Market Manager
Phone Number of Organizer	575. 758. 4491
Email of Organizer	isabel@lmnocbroadcasting.com
Facility, Attraction, or Event Location(s)	Taos, NM

Results

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

Specify OTHER revenue sources contracted

Name of Business/Or anization	Amount Awarded	Date Fundin Awarded

NOT COVERED

Lodger's Tax WILL NOT cover:

- Item submissions such as time to download or upload materials for any services, rent, fences, entertainment, announcers, volunteers, etc. These are the item submission costs which made the actual event happen in the first place.
- Food of any kind or substance including bottled water for participants.
- Facility, Attraction, or Event Decorations which include anything used to make something more attractive or festive. These could be fireworks, goodie bags, awards, trophies, or thank-you gestures. A decoration can also be a medal or award conferred as an honor.
- Video production for advertising or marketing purposes. Only the distribution expenses of the video will be considered allowable expenses through Google, social media, or a digital placement contract with an outside vendor.
- ***Sponsor banners with the Establishment's logo. The only permitted banner is a banner that ONLY uses the Colfax County logo, but no other businesses or sponsors logo will be permitted.***
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If you have any questions regarding expenditures being an appropriate use of Lodger's Tax revenue, please contact:

County Manager Monte Gore (575) 445-9661 mgore@co.colfax.nm.us

Lodger's Tax Clerk Michael Muniz @ (575) 445-9661 mmuniz@co.colfax.nm.us

Photos and Videos sell events!

APPROVED IN LODGER'S TAX ADVISORY COMMITTEE MEETING THE ____ DAY OF _____, 2025

Witness my hand and seal on this ____ day of _____.

**LODGER'S TAX ADVISORY BOARD
COLFAX COUNTY, NEW MEXICO**

**STATE OF NEW MEXICO
COUNTY OF COLFAX**

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2025, by _____.

(SEAL)

Notary Public

My Commission Expires: _____

This guide and application have been PASSED, APPROVED AND ADOPTED ON THE ____ day of _____, 2025, and SHALL TAKE EFFECT ON _____, 2025.

**BOARD OF COMMISSIONERS OF
COLFAX COUNTY, NEW MEXICO**

Chairman

Vice-Chairman

Member

ATTESTED

Clerk of the Board



Colfax County New Mexico

LMNOC Broadcasting is the largest independent radio station group in northern New Mexico and southern Colorado with six powerful formats covering Alamosa Colorado to Santa Fe New Mexico and from Trinidad to Las Vegas and everywhere in between. We are proud to put the power of our stations to work for you and your business.

KXMT 99.1 Spanish, 99.9 KKTC True Country, 98.1 KVOT Voice of Truth, KTRZ Thunder 105.5, 95.9 The Mountain, KXXF 106.5 FreeFM.

Colfax County will receive the following:

2250 x :30 commercials to air weekly, M-Sun 5am - 8 pm

Each station will receive 20 - :30- second spots for 18 weeks on each station that includes 99.1 KXMT, 99.9 KKTC, 105.5 KTRZ, KNMF 106.5 KVOT 98.1 AND KXXF 106.5

This pool spot load can be executed during any event that Colfax County will facilitate
January 2025 - December 2025

Total of (2250) - :30 ads for Colfax County to Promote any event for the 2025 season

Total Monthly Client Investment: \$1000

Total Investment: \$12,000

X _____
Agreed by client: Date:

X _____
Agreed by LMNOC: Date:



Board of Commissioners



Colfax County
New Mexico

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

Dist. 2: Mary Lou Kern
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ttatum@co.colfax.nm.us

COLFAX COUNTY, NEW MEXICO COUNTY MANAGER JOB DESCRIPTION

Position Title: County Manager

Salary Range: \$100,000 - \$150,000 per year

Reports To: Board of County Commissioners

Location Requirement: Must reside within Colfax County, New Mexico (preferably the County Seat) within 6 months of hire date.

Vehicle Access: A County Manager vehicle will be available for work-related purposes.

Position Summary

The Colfax County Board of County Commissioners is seeking a qualified and experienced individual to serve as **County Manager**. The County Manager will be responsible for the overall administration, coordination, and supervision of county government functions. The ideal candidate will possess strong leadership skills, exceptional financial and technical acumen, and the ability to manage diverse teams and operations effectively.

Essential Duties and Responsibilities

- Prepare agendas and review commission meeting packets to ensure all materials are accurate and complete prior to meetings.
- Conduct **bi-weekly meetings** with department heads to ensure coordination and communication across county operations.
- Hold **weekly meetings** with the Warden of the Jail to review operations, security, and inmate services.
- Send a **weekly email update** to the Board of County Commissioners summarizing key developments, concerns, and progress on county initiatives.
- Implement and manage policies established by the Board of County Commissioners.
- Provide direct oversight of county departments, ensuring efficient and effective delivery of public services.
- Develop and administer the county's annual budget, ensuring financial accountability and fiscal responsibility.
- Manage grant applications, compliance, and reporting to secure funding for county projects.

Acting County Manager – Si Trujillo

P.O. Box 1498
Raton, New Mexico 87740

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

Board of Commissioners



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- Serve as the primary liaison between the County and federal, state, and local government agencies.
- Supervise department heads, fostering strong leadership and effective management strategies.
- Ensure compliance with federal, state, and local laws, ordinances, and policies.
- Oversee human resource functions, including employee relations, conflict resolution, and performance evaluations.
- Manage emergency response efforts, including coordination with emergency management, fire departments, and other safety agencies.
- Oversee the management of county corrections operations, ensuring safety and compliance with regulations.
- Oversee airport operations to ensure proper maintenance, funding compliance, and service delivery.
- Provide oversight and guidance for county road maintenance, construction, and improvement projects.
- Maintain effective communication with the public, promoting transparency and engagement.
- Represent the County in public meetings, conferences, and on committees as directed by the Board of County Commissioners.
- Attend civic, community, and professional events to promote positive public relations and foster partnerships.
- Develop strategic plans to support long-term goals for Colfax County.

Employee's Responsibilities

- Conduct the business of Colfax County and serve as the Personnel Officer, Fiscal Director, Budget Officer, Property Custodian, and as the Chief Administrative Assistant to the Board.
- Provide reports to the Commission at all Commission meetings and as requested.
- Determine proper staffing levels necessary to support the objectives of the Board of County Commissioners.
- Maintain compliance with laws, rules, and regulations relevant to county government.
- Reside in Colfax County, New Mexico within **60 days** of the hire date and remain a resident throughout employment.

Acting County Manager – Si Trujillo

P.O. Box 1498
Raton, New Mexico 87740

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Board Responsibilities

- Establish clear and reasonable goals for the Employee in writing and evaluate performance annually.
- Provide necessary resources to perform the duties and responsibilities of the position.
- Afford the County Manager the opportunity to participate in professional development and training.
- Ensure goal-setting occurs each fiscal year, with progress reviews to track performance.

Performance Evaluation

- Performance will be evaluated based on goal achievement, departmental efficiency, and compliance with county policies.
- The Board will conduct formal evaluations annually, with written feedback and guidance.

Technology and Financial Management

- The County Manager must demonstrate strong proficiency in computer systems, financial software, and project management tools.
- Must be comfortable using data-driven decision-making to guide financial and operational decisions.

Emergency Management and Response

- The County Manager must be available during emergencies to help coordinate response efforts with emergency services, fire departments, and law enforcement agencies.
- Participate in emergency training and preparedness planning.

Acting County Manager – Si Trujillo

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ttatum@co.colfax.nm.us

Termination of Employment

- A **Full Mutual Release** from any and all claims will be required as part of the termination process.
- The Board may terminate this Agreement with cause at least **60 days** in advance or pay salary equivalent to that period.
- The Employee may resign with **60 days** written notice.
- If the Employee is terminated without just cause, the Employee shall receive **\$50,000** in severance pay.

Compensation and Benefits

- The individual will be eligible to receive **medical coverage** and participate in the **PERA retirement** system.
- Annual salary in the range of **\$100,000 - \$150,000** per year.
- A **County Manager vehicle** will be available for work-related purposes.
- Paid Time Off accrual and usage per county policies.
- Participation in county retirement, medical, dental, and vision insurance plans.
- The County shall provide the County Manager with a **cell phone and laptop computer**.

Residency Requirement

- The successful candidate must establish residency in Colfax County, New Mexico, preferably in the County Seat, within **six (6) months** of the hire date.

Acting County Manager – Si Trujillo

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strujillo@co.colfax.nm.us

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Vice Chair
505-617-6895
kern@co.colfax.nm.us

Dist. 3: Todd Tatum
Chairman
505-652-0039
ttatum@co.colfax.nm.us

Application Process

Interested candidates should submit a cover letter, resume, and a list of references to:
Colfax County Board of County Commissioners

Human Resources Director

Danielle Avila

humanresource@co.colfax.nm.us

Colfax County is an **Equal Opportunity Employer**. Applications will be accepted until the position is filled.

Acting County Manager – Si Trujillo

P.O. Box 1498
Raton, New Mexico 87740

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

County Manager Salaries as of September 23, 2022

County	Manager Salaries as of 7/2024
Bernalillo	\$215,000
Catron	\$110,000
Chaves	\$170,100
Cibola	\$128,000
Colfax	\$110,000
Curry	\$200,000
De Baca (PT)	\$32,000
Doña Ana	\$205,288
Eddy	\$180,000
Grant	\$140,000
Guadalupe	\$88,600
Harding	\$53,000
Hidalgo	\$100,000
Lea	\$215,000
Lincoln	\$105,000
Los Alamos	\$263,755
Luna	\$150,000
McKinley	\$191,173
Mora	\$120,000
Otero	\$111,196
Quay	\$100,000
Rio Arriba	\$131,081
Roosevelt	\$112,000
San Juan	\$192,545
San Miguel	\$120,000
Sandoval	\$180,000
Santa Fe	\$193,939
Sierra	\$126,016
Socorro	\$157,000
Taos	\$130,000
Torrance	\$120,000
Union	\$103,721
Valencia	\$148,000

Salaries in red from Sept. 2023

Board of Commissioners



Colfax County
New Mexico

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Member
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strujillo@co.colfax.nm.us

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Recruitment Plan for County Manager Position

To ensure we attract the most qualified candidates for the **County Manager** position, this strategic plan focuses on a targeted recruitment approach, starting locally, expanding regionally, and ultimately reaching a national audience.

Step 1: Local and Regional Outreach

Primary Focus: New Mexico and Southern Colorado

- **Posting Locations:**
 - **New Mexico Counties (NMC)** – This organization represents all 33 counties in New Mexico and offers a targeted job board for local government professionals.
 - **Colfax County Website** – Ensures transparency and direct access for local candidates.
 - **Southern Colorado Local Government Job Boards** – Includes counties in Trinidad, Las Animas, and Huerfano County areas.
 - **Newspapers** – Targeted ads in regional newspapers.
 - **Local Colleges and Universities** – Engage with career services offices at New Mexico Highlands University, University of New Mexico, New Mexico State University, Eastern New Mexico University, and Adams State University (Colorado).
-

Step 2: Statewide and National Outreach

Expanding the Search for Experienced Government Leaders

- **National Association of Counties (NACo)** – The official NACo job board is widely recognized by government professionals seeking leadership roles.
- **ICMA (International City/County Management Association)** – Ideal for attracting experienced public administrators with advanced credentials.
- **GovernmentJobs.com** – A widely used platform for public sector recruitment.

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- **LinkedIn** – A professional platform to target candidates with the desired qualifications and leadership experience.

Step 3: Promotion and Networking

- Leverage **New Mexico Counties Organization** to circulate the position among established county leaders.
- Direct outreach to **current county managers, assistant managers, and department heads** across New Mexico and Colorado to identify potential applicants.
- Encourage **current Colfax County employees** with growth potential to apply.
- Post to **Facebook Community Pages** and **County Employee Networks**.

Step 4: Budget Planning

Expense	Estimated Cost
New Mexico Counties Job Board	Free
Colfax County Website Posting	Free
Local Newspaper Advertisements	\$300 - \$500
NACo Job Board (National Reach)	\$400 - \$600
ICMA Job Board (National Reach)	\$500 - \$700
GovernmentJobs.com Posting	\$300 - \$500
LinkedIn Sponsored Job Post	\$250 - \$400
Printed Materials/ Flyers	\$100 - \$200
Total Budget Estimate	\$2,100 - \$3,300

Step 5: Timeline for Recruitment

- **Week 1-2:** Finalize job description and prepare promotional materials.

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- **Week 3-4:** Post job in local and regional platforms (Colfax County website, NMC, newspapers).
- **Week 5-6:** Expand to national platforms like NACo and ICMA.
- **Week 7-8:** Conduct initial applicant screenings and identify top candidates.
- **Week 9-10:** Conduct interviews, narrow down finalists, and make a hiring decision.

Step 6: Evaluation of Candidates

- Establish a **Hiring Committee** that includes representatives from the County Commission, department heads, and possibly community leaders.
- Develop a **standardized evaluation form** to assess candidates based on education, experience, leadership qualities, and understanding of rural government dynamics.

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Outreach Email Template

Subject: Opportunity: Colfax County, NM – County Manager Position Open

Dear Candidate,

I am writing to inform you that Colfax County, New Mexico, is seeking a qualified and experienced individual to serve as our **County Manager**. This is an exciting opportunity to lead our county's administration and oversee a broad range of operations, including finance, emergency response, and public services.

Position Highlights:

- **Salary Range:** \$100,000 - \$150,000
- **Benefits:** PERA retirement, medical coverage, paid time off, and a county vehicle for work-related use
- **Residency Requirement:** The successful candidate must reside in Colfax County (preferably the County Seat) within six months of hire.

We believe you may have the skills and experience we are looking for, and we encourage you to apply. Please find the full job description and application details attached.

If you have any questions or would like additional information, please feel free to contact our office directly.

Best regards,

Si Trujillo

Commissioner/ Acting County Manager
Colfax County Board of County Commissioners
strujillo@co.colfax.nm.us

Acting County Manager – Si Trujillo

P.O. Box 1498
Raton, New Mexico 87740

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

COUNTY MANAGER'S EMPLOYMENT AGREEMENT – As Amended May 30, 2024

THIS AGREEMENT made effective July 1, 2022, by and between the BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY, NEW MEXICO, (hereinafter referred to as Board) and Chris Brice (hereinafter referred to as Employee) and is amended effective July 1, 2024.

By employing the Employee as County Manager, the Board is exercising its authority pursuant to Section 4-38-19(B) NMSA 1978 and the purpose of this Agreement is to specify the terms and conditions of that employment for the Employee in his capacity as the Luna County Manager, and other relations, interactions and activities of the Employee and the Board of County Commissioners of Luna County, New Mexico.

1.0 Term of Employment

1.1 The term of employment provided for in this Agreement is from July 1, 2024, to June 30, 2025. The Employee is an at-will employee, subject to the terms and conditions of this Agreement.

1.2 The term of this Agreement shall automatically renew for two (2) successive one-year terms in the event the Board fails to take affirmative action as specified under Section 2.1 with provisions relating to increases to both salary and benefits, subject to amendment or negotiation within ninety (90) days prior to the end of the initial term and renewal terms of this Agreement.

2.0 Renewal of Agreement/Renegotiation

2.1 During any term of this Agreement, the Board, at an open meeting in May of each year and no later than May 31, shall meet in executive session as allowed by Section 10-15-1(H)(2) NMSA 1978, with the Employee to review and evaluate the performance of his duties and

responsibilities and to measure accomplishment or progress on the annual goals set by the Board for the Employee. Upon completion of the evaluation, the Board shall decide by majority vote to take action whether to renew this Agreement or to allow this Agreement to expire. A majority vote to renew this Agreement shall be subject to renegotiation as provided herein.

2.2. A failure to act shall result in the automatic renewal pursuant to Section 1.2 under the same terms and conditions but subject to renegotiation as provided in Section 1.2. A majority vote to allow this Agreement to expire shall result in the termination of the Employee pursuant to Section 5.0.

2.3 Negotiations of new terms and conditions for renewal or renegotiation shall be completed by May 31 of each year while this Agreement is in effect and submitted for approval by the Board at the regular meeting of the Board after successful completion of the negotiations.

2.4 Under renegotiation, if the negotiations of the new terms and conditions are not completed by May 31, the contract shall be deemed terminated effective sixty (60) days after the latter of June 30 or termination of negotiations.

3.0 Employee's Responsibilities

3.1 The Employee shall conduct the business of Luna County and serve as the Personnel Officer, Fiscal Director, Budget Officer, Property Custodian and as the Chief Administrative Assistant to the Board in the exercise of its duties and responsibilities. The Employee shall give reports to the Commission at all Commission meetings and as requested. The Employee shall also be solely responsible for determining proper staffing levels necessary to support the stated objectives of the Board of County Commissioners and deemed necessary to comply with all statutorily imposed duties and responsibilities of County Government, including additions,

omissions or adjustments to the County Budget.

3.2 The Employee shall provide general overall supervision of the affairs of Luna County, New Mexico in accordance with the directions of the Board given via votes at duly convened meetings, resolutions, approved budgets and ordinances. The Employee shall also be responsible for compliance with and enforcement of applicable laws, rules, regulations and County Ordinances and shall perform other duties and responsibilities as assigned by the Board in accordance with the procedure established in this section. The Employee, as County Manager, shall be available to support the objectives of and address the concerns of all Commissioners but will not, in an official capacity, take direction from one or more Commissioners if such direction was not acted upon at a properly convened meeting of the Board of County Commissioners.

3.3 The Employee shall follow the directions of the Board which the Employee has no reasonable belief are inconsistent with any applicable law, rule or regulation of the United States or State of New Mexico. In the event the Employee needs clarification, or has questions or concerns with any directive given by a Commissioner, he shall place the item on the Agenda for the next Board meeting to request clarification or to express any concerns, prior to complying with the directive, unless the directive or action is deemed unlawful.

3.4 The Employee shall be knowledgeable regarding the management of the affairs of Luna County and shall perform his responsibilities in a legal and professional manner and in his capacity as County Manager shall conduct himself in an ethical manner.

3.5 The Employee shall be an exempt employee under the Fair Labor Standards Act and not subject to overtime compensation or the accrual of compensatory time. The Employee is

expected to keep customary office hours and to dedicate such additional hours necessary to perform the duties and responsibilities of his position as Luna County Manager. Flexibility in the Employee's number of hours worked in any given week or the schedule of hours worked is granted as required by the demands of his position and the duties and responsibilities attendant thereto.

3.6 Subject to applicable laws, rules and regulations, the Employee shall keep the Board informed of the Employee's activities and issues of concern to the Board as well as issues of interest, as requested by any Commissioner.

3.7 The Employee shall reside in Luna County, New Mexico, within sixty (60) days of the effective date of this Agreement and shall continue to reside in Luna County, New Mexico for the duration of this Agreement, including renewal terms.

4.0 Board Responsibilities

4.1 The Board shall establish, annually, clear and reasonable goals for the Employee in writing and upon which the Employee shall be evaluated, at least annually, at the regular Board meeting in May of each year or no later than May 31, in executive session as allowed by Section 10-15-1(H)(2) NMSA 1978, and at any other time requested by the Employee or voted upon by a majority of the Board. Each Commissioner shall establish one goal and the Employee shall contribute a goal for a total of four (4) annual goals.

4.2 The Board shall provide the Employee with the necessary resources to perform the duties and responsibilities of his position and to achieve the annual goals set by the Board of the Employee.

4.3 The Board shall provide the Employee the opportunity to present a report at the regular

monthly meetings of the Board and at other meetings, times and places as deemed appropriate by either party hereto.

4.4 The Board shall also afford the Employee the opportunity to provide input to the Board on matters being debated by or brought before the Board as well as the opportunity to make recommendations regarding matters impacting the management of the affairs of the County.

4.5 Within the confines of approved budgetary allowances and subject to the advice and consent of the Board, the Employee shall be allowed and encouraged to participate in appropriate professional associations, boards and committees and to attend training and educational course related to or beneficial in the performance of the Employee's duties and responsibilities. The Board may also direct, in accordance with the procedure established in Section 3.2 of this Agreement, the Employee to participate in and/or attend community, civic and social events, such as Silver Spikes, Main Street, Rotary Club, Chamber of Commerce and City/County parties and events, deemed by the Board to be in furtherance of, or beneficial to the County. The Board reserves the right to direct, restrict or curtail the Employee's participation in any of the aforementioned activities if deemed to be adversely affecting the Employee's performance.

4.6 Subject to applicable laws, the County shall budget and pay for or reimburse the Employee for any dues, subscriptions or fees incurred in accordance with Section 4.5 of this Agreement.

4.7 The County shall be responsible for travel and subsistence expenses of the Employee incurred in the performance of his duties and responsibilities or in compliance with any directive of the Board at the rate(s) established by the New Mexico Per Diem and Mileage Act, Section

10-8-1, *et seq*, NMSA 1978.

5.0 Termination of Employment

5.1 The Board, by majority vote, may terminate this Agreement with cause at least sixty (60) days in advance of the effective termination date or by paying the Employee's salary for that sixty (60) day period plus any severance pay due.

5.2 The Employee may terminate this Agreement with sixty (60) days advance written notice delivered to the Chairman of the Board and to the Human Resources department.

5.3 Severance. If the Employee is terminated for just cause, including after a criminal conviction of a felony or crime involving fraud, dishonesty or moral turpitude, the Employee will not be entitled to any severance pay.

5.4 If the Employee resigns he will be entitled to the following severance pay, on the effective date:

- 5.4.1** Notice at least 30 days prior to effective date = \$5,000;
- 5.4.2** Notice at least 60 days prior to effective date = \$10,000;
- 5.4.3** Notice at least 90 days prior to effective date = \$15,000;
- 5.4.4** Notice at least 120 days prior to effective date = \$25,000;
- 5.4.5** Notice at least 150 days prior to effective date = \$35,000; and
- 5.4.6** Notice at least 180 days prior to effective date = \$50,000.

5.5 If the Employee is terminated without just cause he will be entitled to the full severance pay of Fifty Thousand Dollars (\$50,000.00) due on the effective date of termination.

6.0 Compensation

6.1 The annual salary is pay range 76, the Employee is currently paid One Hundred Fifty Thousand Dollars (\$150,000) annually, payable in installments on the same schedule as of Full Time Regular employees of the County.

6.2 Unless otherwise determined by the Board, after June 30, 2025, the Employee will receive

the same annual payroll increase awarded by the Board to regular employees , if any, unless otherwise determined by the Board.

6.3 The Employee will also be given an annual clothing allowance of Six Hundred Dollars (\$600.00) per fiscal year, which is equal to the current clothing allowance for the LCDC bargaining unit.

6.4 The Employee's salary shall not be reduced during any term of this Agreement.

6.5 The Employee shall accrue Paid Time Off at the rate of 10.77 hours per pay period, and will increase in accordance with the provision of the Personnel Ordinance.

6.6 The Employee may accrue or rollover three hundred sixty (360) hours annually and in December of each year may sell back to the County any accrued PTO in excess of two hundred sixty (260) hours.

6.7 The Employee shall be required to take one full pay period off annually, not to be taken from his accrued PTO and not to be accrued, rolled over or sold back the County. In the event the Employee is unable to fulfill this requirement, the time will be forfeited.

6.8 Due to the "on-call" nature of the Employee's position, a County owned automobile shall continue to be provided to the Employee for exclusive use in carrying out the duties and responsibilities set out herein. The vehicle shall not be used by the Employee for personal use, excluding regular commuting to and from his normal duty post.

6.9 The Employee shall, at any time making use of this or any other County vehicle, maintain a valid driver's license.

6.10 The County shall be responsible for insuring the Employee and the County vehicle equal to at least the minimum required by applicable laws, rules and regulations. The County shall also

be responsible for the maintenance, repair, replacement and other operating expenses for the County vehicle, including fuel.

6.11 The Employee shall be responsible for income tax liability, if any, related to the use of this automobile.

6.12 Also due to the “on-call” nature of the Employee’s position, the County shall provide the Employee with the option of either a county paid phone or a stipend for use of his personal cell phone in the performance of his duties and responsibilities in the amount of eighty-seven dollars and fifty cents (\$87.50) per month.

6.13 The Employee shall participate in retirement benefits, medical, dental and vision insurance, and other benefits offered to regular employees of the County with the employer’s contribution being the same as that of other regular employees of the County, unless otherwise agreed herein.

7.0 Outside Activity

7.1 The employment offered to the Employee under this Agreement shall be the Employee’s sole and exclusive employment to which the Employee shall devote his full energies and efforts.

7.2 Nothing in this section prohibits the Employee from participation in any family owned business or from the investment in any other business venture, subject to any restrictions or prohibitions in the New Mexico Governmental Conduct Act, Section 10-16-1, *et seq*, NMSA 1978.

8.0 Indemnification and Bonding

8.1 The County shall defend, save harmless and indemnify the Employee against any tort, professional liability claim or demand or other legal action, whether meritorious or groundless, arising out of any alleged act or omission occurring in the performance of or resulting from the

exercise of his judgment or discretion by the Employee in furtherance of his duties and responsibilities set out herein.

8.2 The County shall defend, compromise and settle any such claim or suit and pay the amount of any settlement or judgment and pay for or reimburse the Employee for litigation expenses, including attorney's fees, and any other liabilities incurred in connection with any such claim or suit.

8.3 The County may exempt itself from the liabilities incurred under this section if the Board, by majority vote, determines that the action giving rise to the claim or suit was the result of gross negligence, wanton or intentional conduct of the Employee not in furtherance of his duties and responsibilities set out herein.

8.4 Nothing in this Agreement is intended to nor does it waive, alter or amend any of the rights or obligations contained in the New Mexico Tort Claims Act, Section 41-4-1, *et seq*, NMSA 1978,

8.5 The County shall bear the full cost of any fidelity or other bond required of the Employee under any applicable law, rule or regulation or at the request of the Board.

9.0 Appropriation of Funds

9.1 In compliance with applicable laws, rules and regulations, including the Bateman Act, Section 6-6-11, NMSA 1978, the funding of the annual requirement of this contract shall be made from the current year fiscal funds. Any extension or renewal of this Agreement shall be funded from the funds of the fiscal year in which it is effective.

9.2 Payment of any obligation hereunder is subject to the availability of funds and is contingent

upon sufficient appropriations and authorizations by the Board. If sufficient appropriations or authorizations are not made by the Board, this Agreement shall be terminated and shall not be deemed as for "just cause" for Severance Pay purposes.

10.0 Notices

10.1 Notice pursuant to this agreement shall be deemed sufficient if in writing and either personally delivered to the party receiving the notice or mailed, via US First Class Mail, postage pre-paid at:

Board

Chairman
Board of County Commissioners
Of Luna County, New Mexico
700 S. Silver Ave.
Deming, NM 88030

Employee

Chris Brice
720 S. Zinc St.
Deming, NM 88030

11.0 Miscellaneous

11.1 Subject to the provisions for termination contained herein, this Agreement shall become binding upon the execution of same by the parties hereto, as well as any successors in interest of the Board.

11.2 The parties hereto represent that they are free to make this Agreement and that performance thereof will not violate the legal or equitable rights of any third party and that any legal authority or authorization necessary have been obtained.

11.3 This Agreement, and any attachments hereto, sets for and establishes the entire understanding between Board and the Employee related to the employment of the Employee as Luna County Manager. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.

11.4 The parties hereto, by mutual written agreement, may amend any or all provisions of this Agreement and any such amendments shall be incorporated into and made part of this Agreement upon execution by the parties hereto.

11.5 This Agreement shall be subject to and interpreted in accordance with the laws of State of New Mexico and jurisdiction for any actions shall be the Sixth Judicial District Court, Luna County, New Mexico.

11.6 In the event of litigation regarding enforcement or interpretation of any provision of this Agreement, the prevailing party shall be entitled to recover its reasonable legal expenses, including attorney's fees, in addition to any other relief to which the prevailing party is entitled.

11.7 No elected or appointed official, employee or agent of Luna County shall be held personally liable under or for this Agreement because of the enforcement of this Agreement, provided such action is not the result of gross negligence, wanton or intentional conduct of such elected or appointed official, employee or agent.

11.8 This Agreement supersedes and replaces in its entirety all prior Agreements between the Board and the Employee.

11.9 The invalidity or partial invalidity of any portion of this Agreement shall not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by the parties hereto subsequent to the judicial expungement, declaration or modification.

11.10 It is specifically agreed between the parties hereto that this Agreement is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third-party beneficiary or to authorize anyone not a party to this Agreement to assert a claim or maintain a suit or legal action for damages or other relief or any other claim or cause of action whatsoever pursuant to the provisions of this Agreement.

11.11 The paragraph captions and headings appearing herein are for convenience only and are not part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement.

11.12 Luna County is an equal opportunity employer and does not discriminate based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for any civil rights activity.

11.13 The waiver by either party hereto of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.

11.14 Except as otherwise provided herein, no party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other Party. Any unauthorized attempted assignment shall be invalid and of no force or effect.

IN WITNESS WHEREOF, the undersigned do hereby execute this Agreement on date indicated below.

EMPLOYEE:

By 
Chris Brice

6-10-2024
Date

BOARD OF COUNTY COMMISSIONERS OF LUNA COUNTY:

By Colette M. Chandler
Colette M. Chandler, Chair
Commissioner District 2

June 11, 2024
Date

By RJ Trejo
Ray J. Trejo,
Commissioner District 1

06/12/2024
Date

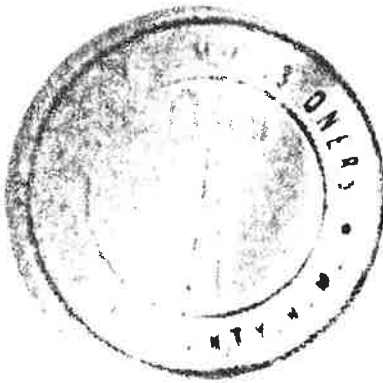
By John S. Sweetser
John S. Sweetser,
Commissioner District 3

06/11/2024
Date

ATTEST:

By Berenda McWright
Berenda McWright,
County Clerk

6/12/24
Date



COLFAX COUNTY, NEW MEXICO
EMPLOYMENT AGREEMENT
COUNTY ATTORNEY

1. Employment:

The County Attorney Employment Agreement (Agreement) is entered into by and between the County of Colfax (County) of the State of New Mexico and Daniel A. Ivey-Soto of InAccord, a Professional Corporation (Attorney). Under this Agreement, the County offers and the Attorney accepts employment as County Attorney of the county of Colfax.

2. Duties:

The Attorney shall perform those duties as set forth in the Colfax Ordinance, New Mexico Statutes, and those responsibilities that are commonly assigned to a County Attorney. The Attorney shall perform such other legally permissible and proper duties and functions appropriate to and consistent with the professional role and responsibilities of County Attorney, as the Colfax Board of County Commissioners shall from time to time assign.

3. Term and Termination:

- A. The Attorney's employment shall commence on the first day of the pay period following approval of this Agreement by the Board of County Commissioners, and continue until June 30, 2025. This Agreement shall automatically renew at the beginning of each subsequent county fiscal year unless terminated as provided herein. Following the first automatic renewal of this Agreement at the beginning of a fiscal year, the anniversary date for the County Attorney position shall be the first day of each fiscal year.
- B. The Board of County Commissioners may terminate the County Attorney's employment at any time, for any reason or for no reason at all. Such termination shall become effective at the end of the pay period within which a decision to terminate is taken, unless a longer period of time to the end of a subsequent pay period is determined by the Board of County Commissioners.
- C. As an At-Will employee, the County Attorney has no expectation of re-hire from one fiscal year to the next, nor any expectation of continued employment within any given fiscal year.
- D. The County Attorney may resign from employment with the County at any time, upon giving thirty (30) days' written notice to the members of the Board of County Commissioners, adjusted to coincide with the closest end of a pay period at the conclusion of the thirty day notice.

4. Compensation, Pension, & Benefits:

- A. The County Attorney's initial annual base salary shall be one hundred and twenty thousand dollars per year (\$120,000), payable in installments at the same time and in the same manner as salaries are paid to other employees of the County.
- B. Beginning with the automatic renewal at the conclusion of the 2026 fiscal year, the County Attorney shall receive an increase equal to the greater of the percentage cost of living adjustment in social security benefits applicable at the beginning of the calendar year in which the renewal takes place or a cost of living adjustment or any similar across-the-board increase for all management employees approved by the Board of County Commissioners in a given year.
- C. The County Attorney position is an Exempt position pursuant to the federal Fair Labor Standards Act. As an exempt employee, the County Attorney shall not be required to log hours worked, and is not eligible to receive overtime pay, regardless of the number of hours actually worked.
- D. Contributions shall be made to the appropriate plan pursuant to the laws, rules, and policies related to the Public Employees Retirement Association, including employee and employer contributions. The County Attorney may enroll in the county health benefits program in the same manner and under the same terms and conditions as management employees of the County.

5. Devotion to County Business, Non-Exclusivity, Hours of Work, & Remote Work:

- A. The County Attorney shall devote such time and effort as is required to complete the work demanded by the position.
- B. The County Attorney shall act in the County's best interests at all times and perform the County Attorney's duties in a competent and professional manner.
- C. Nothing in this Employment Agreement prohibits Mr. Ivey-Soto or InAccord, P.C. from engaging in the practice of law or representing other clients as long as there is no conflict of interest between the legal interests of Colfax County and the legal interests of any other client of Mr. Ivey-Soto or InAccord, P.C. Should any conflict arise, Colfax County shall be considered the primary client and Mr. Ivey-Soto or InAccord, P.C. shall withdraw from representing the other client.
- D. The County Attorney work schedule is generally consistent with normal business days and hours. The County Attorney shall be generally available during normal business days and hours, and as necessary outside normal business days and hours when County business demands such time and attention.
- E. The County Attorney position as defined in this Agreement is a remote work assignment. Mr. Ivey-Soto is expected to be present in Colfax County at least quarterly and will be present in Colfax County when requested by the Board of County Commissioners.

6. Equipment and Office Space:

- A. The County Attorney is responsible for the cost of equipment and office space necessary to perform the duties of County Attorney when working remotely.
- B. The County shall provide the County Attorney with necessary equipment and space to perform the duties of the position when working out of Colfax County.
- C. Regardless of whether the County Attorney is working remotely or from within Colfax County, the County Attorney shall be responsible for providing cell phone service and an electronic mail platform through which the County Attorney may be contacted related to County business.

7. Business and Professional Expenses:

- A. The County recognizes that the Attorney may incur expenses of a non-personal, job related nature that are reasonably necessary to the Manager's service to the County. The County agrees to either pay such expenses in advance or to reimburse the expenses, so long as the expenses are incurred and submitted according to the County's normal expense reimbursement procedures or such other procedure as may be designated by the Governing Body. To be eligible for reimbursement, all expenses must be set forth and approved by Governing Body in the County's budget, supported by documentation meeting the County's normal requirements and must be submitted within time limits established by the County.
- B. The County agrees to pay the County Attorney's travel and subsistence expenses when the County Attorney travels to and from Colfax County in the performance of duties under this Agreement.
- C. The County agrees to pay the professional dues and subscriptions on behalf of the County Attorney which are necessary for the Attorney's continuation or full participation in associations and organizations necessary and desirable for the Attorney's continued professional participation, growth and advancement, or for the good of the County, in an amount set forth and approved by Governing Body in the County's budget.
- D. The County agrees to pay the County Attorney's travel and subsistence expenses for official travel, meetings, and occasions reasonably necessary to continue the Attorney's professional development, and for the Attorney's reasonable participation in necessary official and other functions for the County including, but not limited to, national, regional, state, and local conferences, and governmental groups and committees on which the Attorney serves as a member. Notwithstanding the above, the number of conferences or meetings the County will pay for each year, and attendance at out-of-state conferences and meetings, shall be at the discretion of the Governing Body as set forth in the County's budget.

8. Indemnification:

The County Attorney 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 attorneys' fees, incurred, arising, or in any way resulting from the County Attorney's actions, omissions or activities outside the scope of duties; provided, however, although the parties believe that neither NMSA 1978, Section 56-7-1 nor 56-7-2, concerning indemnity apply to this Agreement, in the event of 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 or cancellation of this agreement. County agrees that the County Attorney shall be afforded coverage for acts or claims arising within the course and scope of his duties, pursuant to the County's liability coverage by and through the New Mexico Association of Counties; provided, however, nothing herein shall ever be construed to waive any of the provisions of the New Mexico Tort Claims Act.

9. Entire Agreement:

This Agreement represents the entire and fully integrated agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the employment of the Attorney by the County, and contains all of the covenants and agreements between the parties with respect to that employment. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by either party, or by anyone acting on behalf of either party, which are not embodied herein, and that no other employment agreement, statement, or promise not contained in this Agreement shall be valid or binding upon either party.

10. Modifications:

Any modifications to this Agreement shall be effective only if in writing and signed by both of the parties hereto.

11. Conflict with New Mexico Statutes:

The County personnel ordinances, resolutions, rules and policies shall apply to the Attorney in the same manner as applied to other management employees, except as may be modified by this Agreement; and provided that in the event of a conflict between the provisions of this Agreement and a pertinent state statute, the pertinent state statute shall prevail.

12. Effect of Waiver:

The failure of either party to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

13. Partial Invalidity:

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall be deemed severable and continue in full force without being impaired or invalidated in any way.

14. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Colfax County, New Mexico. The Attorney expressly waives any right to remove such action from Colfax County.

15. Enforcement of this Agreement:

The prevailing party in any action brought to enforce this Agreement or to resolve any dispute or controversy arising under its terms and conditions shall be entitled to payment of reasonable attorneys' fees and costs.

16. Notices:

Any notices to be given hereunder by either party to the other in writing may be effected either by personal delivery, mail, or email. Mailed notices shall be addressed to the parties as set forth below, but each party may change their address by written notice given in accordance with this Section. Notices delivered personally or by email will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated and received as of three (3) calendar days following the date of mailing.

COLFAX COUNTY

County of Colfax
Attn: Chair of the BOCC
Post Office Box 1498
Raton, New Mexico 87740

COUNTY ATTORNEY

Daniel A. Ivey-Soto
InAccord, P.C.
1420 Carlisle Blvd. NE, Suite 208
Albuquerque, New Mexico 87110

THIS AGREEMENT IS ENTERED INTO THIS 10th DAY OF MARCH, 2025.

COLFAX BOARD OF COUNTY COMMISSIONERS:

BY: _____
TODD TATUM, Chair, Colfax BOCC

DANIEL A. IVEY-SOTO / InAccord P.C.:

BY: _____
DANIEL A. IVEY-SOTO, Attorney

ATTEST:

BY: _____
SARA TORRES, County Clerk