



Colfax County

Board of Commissioners

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



County Commissioners

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

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

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

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

Elected Officials

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

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

Royal Quint
Probate Judge
(575) 445-9565

Notice Public Hearing

PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Commissioners will be Discussing Colfax County Ordinance #2024-02, An Ordinance to The Amendment to Ordinance 2021-03, Adopting the Legislative Intent, Findings, and Purpose Relating to The Regulation of Cannabis In the 3rd Floor Commission Chambers, of the Colfax County Building on Tuesday, March 12, 2024, at 8:45 am.

Copy of the proposed ordinance is available for inspection on the County website @ www.co.colfax.nm.us or at the Office of the County Manager, Colfax County Building, 230 North 3rd, Raton NM during regular business hours.

Done this 5th day of March 2024



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REGULAR MEETING

March 12, 2024

AGENDA

County Commissioners

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PUBLIC NOTICE IS HEREBY GIVEN that the Colfax County Board of Commissioners will meet in Regular Session on Tuesday, March 12, 2024, at 9:00 A.M., in the Commission Chambers, 3rd Floor at the Colfax County Building, Raton, NM for the following:

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

1. Call to Order
2. Pledge of Allegiance
3. Salute to the New Mexico Flag
4. Approve Agenda
5. Approve Special Meeting, Public Hearing Minutes and Regular Meeting Minutes for February 27, 2024
6. Recognize Visitors
7. Public Comment
8. Discuss/Action – Approve Expenditures
9. Discuss/Action - Approve Expenditures Pursuant to Resolution #2022-49
10. Discuss/Action – Raton Cornhole League, Anthony Bustos, and Mark Horner
11. Presentation – Fiscal Year 2022-2023 Final Audit
12. Discuss/Action – Colfax County Groundwater Monitoring Project Update, Zeigler Geologic Consulting LLC, Kat Zeigler, Ph.D., CPG
13. Discuss/Action – Appoint Lodgers Tax Advisory Board Member, Nelisa Heddin
14. Discuss/Action – Promotional Funding Request, Enchanted Air Inc., KRTN
15. Discuss/Action – Promotional Funding Request, Gravel Adventure Field Guide
16. Discuss/Action – Resolution 2024-13, Budget Adjustment, Various Funds
17. Discuss/Action – Agreement for Inmate Confinement Between the County of Colfax and the County of Roosevelt
18. Discuss/Action - Agreement for Detainee Confinement Between the County of Roosevelt and Colfax County
19. Discuss/Action – Memorandum of Understanding Between Alternative to Violence, Domestic Violence and Vigil Maldonado Detention Center
20. Discuss/Action – Laboratory Services Agreement Between TriCore and Vigil Maldonado Detention Center
21. Discuss/Action – Amendment to Vigil Maldonado Detention Center Standard Operating Procedures
22. Discuss/Action – Revised Document Management Systems Proposal for Colfax County



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23. Discuss/Action – Resolution 2024-12, Amendment to Resolution 2022-51, A Resolution to Adopt Policy and Procedures for the Abandonment and Vacation or Closure of Road and County Maintained Right-of-Ways
24. Discuss/Action – Resolution 2024-14, Amendment to Resolution 2024-06 Fee Schedule for Colfax County
25. Discuss/Action – Amendment to Colfax County Financial Policy and Procedures
26. Discuss/Action – Memorandum of Understanding Between the Office of the Secretary of the State and Colfax County, Election Funding
27. Discussion/Action – Infant Surrender Boxes and Grant Funding Request Letter
28. Manager's Docket
29. Commissioners' Docket
30. Tour and Update, Colfax County Clerk's Building
31. Adjourn

Done this 5th day of March 2024

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

ORDINANCE NO 2024-02

THE AMENDMENT TO ORDINANCE 2021-03 (AN ORDINANCE ADOPTING THE LEGISLATIVE INTENT, FINDINGS, AND PURPOSE RELATING TO THE REGULATION OF CANNABIS)

WHEREAS, the New Mexico Cannabis Regulation Act (“NMCRA”), NMSA §§ 26-2C-1 to 26-2C-42, allows the establishment and operation of certain cannabis dispensaries in County of Colfax according to a prescribed statutory and regulatory process, and

WHEREAS, the County of Colfax finds that the NMCRA section 26-2C-12 authorizes the County of Colfax to:

(1) adopt time, place and manner rules that do not conflict with the Cannabis Regulation Act or the Dee Johnson Clean Indoor Air Act, including rules that reasonably limit density of licenses and operating times consistent with neighborhood uses; and

(2) allow for the smoking, vaporizing and ingesting of cannabis products within an indoor or outdoor cannabis consumption area if:

(a) licensed pursuant to the Lynn and Erin Compassionate Use Act, and access to the cannabis consumption area is restricted to persons twenty-one years of age and older; and

(b) the cannabis establishment or integrated cannabis microbusiness is located at a minimum distance from a school or daycare center as determined by the local jurisdiction, but which minimum distance shall not be set at any more than three hundred feet from a school or daycare center that was in existence at the time the establishment or microbusiness was licensed.

However, the NMCRA directs the County shall not:

(1) prevent transportation of cannabis products on public roads by a licensee that transports cannabis products in compliance with the Cannabis Regulation Act;

(2) completely prohibit the operation of a licensee;

(3) prohibit or limit signage attached to or located on licensed premises that identifies the premises as a cannabis establishment;

(4) require a licensed premises or a cannabis consumption area to be any more than three hundred feet from a school or daycare center that was in existence at the time the cannabis establishment or integrated cannabis microbusiness was licensed;

(5) require an existing licensee at a licensed premises to relocate; or

(6) prohibit a person from producing homegrown cannabis as provided for in the Cannabis Regulation Act.

WHEREAS, County of Colfax seeks to protect public health, safety, and welfare by enacting reasonable regulations on cannabis establishments in unincorporated areas of the County.

the mature stalks, fiber, oil or cake; or the sterilized seed of the plant that is incapable of germination; or

(b) the weight of any other ingredient combined with cannabis products to prepare topical or oral administrations, food, drink or another product;

C. “cannabis consumption area” means an area where cannabis products may be served and consumed;

D. “cannabis courier” means a person that transports cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

E. “cannabis establishment” means:

- (1) a cannabis testing laboratory;
- (2) a cannabis manufacturer;
- (3) a cannabis producer;
- (4) a cannabis retailer;
- (5) a cannabis research laboratory;
- (6) a vertically integrated cannabis establishment;
- (7) a cannabis producer microbusiness;
- (8) an integrated cannabis microbusiness; or
- (9) Vertically Integrated Cannabis Establishment (VICE)

F. “cannabis extract”:

(1) means a product obtained by separating resins, tetrahydrocannabinols or other substances from cannabis by extraction methods approved by the division; and

(2) does not include the weight of any other ingredient combined with cannabis extract to prepare topical or oral administrations, food, drink or another product;

G. “cannabis flowers” means only the flowers of a cannabis plant;

H. “cannabis manufacturer” means a person that:

- (1) manufactures cannabis products;
- (2) packages cannabis products;
- (3) has cannabis products tested by a cannabis testing laboratory; or
- (4) purchases, acquires, sells or transports wholesale cannabis products to other cannabis establishments;

I. “cannabis producer” means a person that:

- (1) cultivates cannabis plants;
- (2) has unprocessed cannabis products tested by a cannabis testing laboratory;
- (3) transports unprocessed cannabis products only to other cannabis establishments; or
- (4) sells cannabis products wholesale;

J. “cannabis producer microbusiness” means a cannabis producer at a single licensed premises that possesses no more than two hundred total mature cannabis plants at any one time;

K. “cannabis product” means a product that is or that contains cannabis or cannabis extract, including edible or topical products that may also contain other ingredients;

L. “cannabis research laboratory” means a facility that produces or possesses cannabis products and all parts of the plant genus Cannabis for the purpose of studying cannabis cultivation, characteristics or uses;

M. “cannabis retailer” means a person that sells cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

FF. “industry standards” means the prevailing customary standards of business practice in the cannabis industry in jurisdictions within the United States;

GG. “integrated cannabis microbusiness” means a person that is authorized to conduct one or more of the following:

(1) production of cannabis at a single licensed premises; provided that the person shall not possess more than two hundred total mature cannabis plants at any one time;

(2) manufacture of cannabis products at a single licensed premises;

(3) sales and transportation of only cannabis products produced or manufactured by that person;

(4) operation of only one retail establishment; and

(5) couriering of cannabis products to qualified patients, primary caregivers or reciprocal participants or directly to consumers;

HH. “licensed premises” means a location that includes:

(1) all enclosed public and private areas at the location that are used in the business and includes offices, kitchens, restrooms and storerooms;

(2) all areas outside of a building that are specifically included in the license for the production, manufacturing, wholesale sale or retail sale of cannabis products; and

(3) with respect to a location that is specifically licensed for the production of cannabis outside of a building, the entire unit of land that is created by subsection or partition of land that the licensee owns, leases or has a right to occupy;

II. “local jurisdiction” means a municipality, home rule municipality or county;

JJ. “manufacture” means to compound, blend, extract, infuse, package or otherwise prepare a cannabis product;

KK. “medical cannabis” means cannabis products used by a qualified patient or reciprocal participant in accordance with the Lynn and Erin Compassionate Use Act;

LL. “medical cannabis program” means the program created pursuant to the Lynn and Erin Compassionate Use Act;

MM. “medical cannabis registry” means the system by which the department of health approves or denies applications and issues and renews registry identification cards for qualified patients;

NN. “primary caregiver” means a resident of New Mexico who is at least eighteen years of age and who is responsible for managing the well-being of a qualified patient with respect to the medical use of cannabis pursuant to the Lynn and Erin Compassionate Use Act;

OO. “public place” means a place to which the general public has access and includes hallways, lobbies and other parts of apartment houses and hotels that do not constitute rooms or apartments designed for actual residence; highways; streets; schools; places of amusement; parks; playgrounds; and places used in connection with public passenger transportation;

PP. “qualified patient” means a resident of New Mexico who holds a registry identification card pursuant to the Lynn and Erin Compassionate Use Act;

QQ. “reciprocal participant” means a person who is not a resident of New Mexico and who holds proof of enrollment by a governmental regulatory authority to participate in the medical cannabis program of another state of the United States, the District of Columbia or a territory or commonwealth of the United States in which the person resides or a person who holds proof of enrollment by a governmental regulatory authority of a New Mexico Indian nation, tribe or pueblo to participate in its medical cannabis program;

- and education shall be treated as the same as Research and Development Services such as scientific, medical and technology.
- D. Cannabis manufacturers or Cannabis-derived products manufacturers shall be treated the same as Food, Textiles and Related Products, and safe and secure extraction shall be the only manufacturing technique allowed. With regard to Cannabis-derived products manufacturing,
- (1) Cannabis-derived products manufacturing is allowed, provided that the establishment complies with all New Mexico State law requirements, including but not limited to any required spacing from other uses or facilities. For the purposes of the article, all measurements for Cannabis-derived Product Manufacturing shall be from the licensed premises as defined by NMCRA.
 - (2) All licensed premises, as defined by NMCRA, are prohibited within 300 feet of any school, or child day care facility.
 - (3) Except as specified in Subsection (4) below, all activities in this use shall be conducted within the fully enclosed portions of a building unless a Conditional Use Approval is obtained to conduct specific activities outside of the fully enclosed portions of a building.
 - (4) An incidental storage area is allowed outside of the fully enclosed portions of a building but shall be screened from view from each property neighboring line.
 - (5) An air filtration plan approved by the County is required as attached hereto.
 - (6) Customer visits and deliveries are prohibited between 12:00 a.m. and 8 a.m. for any Cannabis-derived Products facility.
- E. A cannabis producer or cannabis producer microbusiness that cultivates cannabis plants indoors shall be treated the same as Commercial Greenhouse.
- F. A cannabis producer or cannabis producer microbusiness that cultivates cannabis plants outdoors shall be treated the same as Dairy Farms.
- G. A cannabis retailer shall be treated the same as Store or Shop.
- (1) Cannabis retail is allowed, provided that the establishment complies with all New Mexico State law requirements, including but not limited to any required spacing from other uses or facilities. For the purposes of this article, all measurements for Cannabis Retail shall be from the licensed premises as defined by NMCRA.
 - (2) This use shall not include a storage or display area outside of fully enclosed portions of a building.
 - (3) A licensed premises, as defined by NMCRA, is prohibited within 300 feet of any school or child day care facility.
 - (4) This use shall be conditional within 600 feet of another Cannabis Retail Establishment. Nothing herein prohibits multiple licenses from operating from a single premise.
 - (5) Customer visits and deliveries are prohibited between 12:00 a.m. and 8:00 a.m.

- consumption area, or cannabis courier in relation to schools or daycare centers shall be shortest direct line measurement between the actual limits of the real property of the school or daycare center and the actual limits of the real property of the proposed cannabis establishment, cannabis consumption area, or cannabis courier.
- c. Cannabis producers that cultivate cannabis plants indoors and cannabis manufactures must use industry standard techniques to minimize odorous matter, toxic or noxious matter, such as activated carbon filtration and regular maintenance of HVAC systems.
 - d. A cannabis establishment must maintain a minimum separation distance of 300 feet from any residence, library, cultural center, community center, public park, or government facility. The 300 feet separation distance does not apply to a residence on the same lot or parcel as the cannabis establishment. For purpose of this section, distances shall be measured in a straight line, without regard to intervening structures or objects, from the nearest point of the security fence of the cannabis establishment to the nearest improved area of any park or the nearest point of any structure of the residence, religious assembly or church, library, cultural center, community center, or government facility.
 - e. The County Manager and/or Director of Planning and Zoning and/or the County Manager's designee, at their discretion, may reasonably control the density of cannabis establishments consistent with the County's custom and practice, precedent and policies consistent with NMCRA and New Mexico laws.

Section 4. Delivery permit restrictions

The following restrictions shall be placed on cannabis delivery permits: only medical or retail cannabis transporters who qualify under NMCRA definitions and who hold a valid license and a delivery permit issued by the County manager may deliver regulated cannabis to private residences of customers and patients, subject to the provisions the NMCRA and its pertinent regulations and rules.

Section 5. Fees

- A. Planning and Building Cannabis application/inspection Fee \$581.00
- B. Planning and Building preliminary site plan review Fee \$556.00
- C. Planning and Building records management Fee \$100.00
- D. For Cultivation cottage or nursery Planning and Building/inspection Fee \$838.00
- E. Hazardous Materials Inventory Statement Plan Review Fee \$50
- F. Cannabis Transporter Permit Fee \$225
- G. Hazardous Materials and Flammable Liquids Permits – Use, Storage fee \$100
- H. A cannabis waste plan review Fee \$50 (NMEVD)

together with residence address, birthdate, and the name, residence address, birthdate and social security number of each member of the company.

(5) If the applicant is a corporation, the state of incorporation, the name and address of the registered agent in New Mexico sufficient for service of process, the name, residence, birthdate of each officer or director of the corporation.

(6) Prior to the issuance of a permit, any Limited Liability company or corporation shall provide a certificate of good standing.

(7) The applicant shall provide Federal and State tax identification numbers.

(8) The applicant shall provide proof of compliance with the County's ordinance including the Business Registration Ordinance.

D. Prior to issuance of a permit, the Code enforcement Officer or County Manager shall confirm compliance with distancing requirements as provided in this Ordinance (Location).

E. Prior to issuance of a permit, the cannabis establishment must also pass the County's Building Code inspection.

F. Prior to any issuance or annual renewal of a permit, the cannabis establishment shall be inspected by the County's Fire Marshall. The cannabis establishment shall comply with Chapter 38 (as it may be amended from time to time) of the National Fire Protection Association (NFPA) 1 Fire Code and pertinent County's Fire Protection Ordinance. Cannabis manufacturers, cannabis research laboratories, and cannabis testing laboratories shall receive semiannual inspections. All other cannabis establishments shall receive an annual inspection, at the discretion of the County's Fire Marshall.

G. A temporary permit may be issued for state licensing purposes pending completion of the fire and building inspections upon satisfactory evidence that all other conditions have been met for a permit. A final permit shall be issued upon completion of the fire and building inspections as attached hereto.

H. No permit shall be issued to a mobile, temporary or portable building.

I. No permit shall be issued to a drive-through cannabis establishment.

J. Failure to meet the conditions above will result in non-issuance of a permit.

K. If denial of an application for a new permit or renewal permit is deemed necessary by the County Manager, written notice of the decision shall be provided to the applicant.

L. Any person or entity denied a permit may, within ten (10) days of the receipt of notice of the denial, file an appeal with the Colfax County Commissioners. The Notice of Appeal shall be delivered to the County Manager and a hearing shall be scheduled within thirty (30) days of receipt of the Notice. The appeal shall be de novo and the burden of proof shall be on the applicant to establish entitlement to a permit. The Colfax County Commissioners shall make written

E. Within ten (10) calendar days from the issuance of any types of permits from the County, the permittees shall execute the indemnification agreement attached hereto as a specific pre-condition to obtain the permit from the County. If a permittee refuses to execute the indemnification agreement, it will result in non-issuance of a permit or revocation of the permit issued, and the permittee shall have any rights to appeal this decision to the Colfax County Commission.

Section 11. Cannabis Consumption Prohibited on Public Property

- A. Public property means any property owned or occupied by the County.
- B. The use, sale, cultivation, manufacture, production, storage or distribution of Cannabis or Cannabis products is prohibited on public property.
- C. No person shall smoke cannabis products in a public place, except in a cannabis consumption area, or on any County public property.
- D. No person shall smoke cannabis products in any place where the smoke is detectable from a public place or on public property

Section 12. Existing Medical Cannabis Establishments

Any medical cannabis establishment existing as of the date of the passage of this Ordinance shall not be required to comply with the location requirements in this Ordinance. However, the owners of such businesses shall, within 90 days of the effective date of this Ordinance, submit an application for a permit.

Section 13. Enforcement

- A. County Code Compliance Officer/County Manager, County Sheriff or its designee or the County's Fire Marshall or designee may issue citations for violation of this Ordinance. With the exception in this Ordinance, which is punishable by State law, any violation of this Ordinance may be enforced in any court of competent jurisdiction.
- B. The maximum penalty per violation shall be \$300. Each day during the time in which a violation occurs shall be deemed a separate violation. Nothing herein shall prevent County from seeking injunctive relief, if appropriate.
- C. Any person found guilty of violating any provision of this ordinance shall be found guilty of a misdemeanor and fined not more than three hundred dollars (\$300.00) or imprisoned for a period of not more than ninety (90) days, or both fine and imprisonment.
- D. Violations of this ordinance in addition to any other violation mandated under other pertinent County Ordinances or Code shall not limit any other allowed penalties. Any abatement procedures which may be taken by the County for any violation of this article shall be considered as a violation of County Ordinance. The Civil judgment or criminal conviction under this Ordinance or CRA shall not relieve such individuals or entities from their responsibility of correcting unlawful conditions, or removing unlawful structures or improvements under this Ordinance, and the County shall retain its authority to order any corrective actions related thereto.

person; provided that despite a household having multiple residents, no more than twelve mature cannabis plants may be present in one household; and provided further that if the person does not exceed the maximum number of cannabis plants, the person may possess the cannabis produced by the cannabis plants notwithstanding any weight limits and shall be stored in such a manner not to be visible from public view.

(2) Cannabis cultivation is permitted within a private residence and shall not be visible from the exterior of that residence. In addition, cannabis cultivation is permitted within a fully enclosed accessory structure within the rear or side yard of a private residence such as a greenhouse, shed, or similar. Cultivation areas must be secured by lock and key or other security devices which prevent unauthorized entry and shall not be visible from a public right-of-way.

(3) Open-air cannabis cultivation is permitted within the rear or side yard of a private residence, provided there is a minimum of a ten-foot setback. Cultivation areas must be secured by lock and key or other security devices which prevent unauthorized entry and shall not be visible from a public right-of-way.

(4) Obtaining or manufacturing cannabis extract using nonvolatile solvents, alcohol or carbon dioxide, or solvents is not permitted.

(5) Cannabis cultivation, including, but not limited to, any lighting, plumbing, building, or electrical components used for cultivation, must comply with current requirements in the Colfax County Ordinance as it currently exists or is amended from time to time.

(6) The dwelling unit shall remain at all times a residence.

(7) With legal and functioning cooking, sleeping, and sanitation facilities with proper ingress and egress. These rooms may not be used for cannabis cultivation where cultivation will prevent their primary use for cooking meals, sleeping, and bathing. Chemicals used for cannabis cultivation shall not be stored inside habitable areas of the residence or within public view from neighboring properties or public right-of-way.

(8) Consumption of cannabis, whether smoking, vaporizing, or ingesting, is permitted within or upon the grounds of a private residence pursuant to the Dee Johnson Clean Indoor Air Act.

(9) Cultivation of cannabis shall not violate any other provisions of the Colfax County Ordinance.

Section 15. Providing for Severability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof

<https://www.nafahq.org/cannabis-facilities-air-filtration-uv-c-air-disinfection-and-odor-removal/>

Cannabis facilities: air filtration, UV-C air disinfection and odor removal By Keith Jordan, Sanuvox Technologies, Inc.

Cannabis legalization has been a passionate topic over the last few years and is engulfing many countries and states. In the beginning of the legalization movement, many Cannabis growers were only concerned with a few items such as plant nutrients, pH water balance or the type of halogen grow lights recommended. Very little, if any, thought was imparted to indoor air quality. Slowly, over the last 5 years, Cannabis growers are realizing that Indoor air quality provides as much value as any other technique in the growing process. Growers understand there are a large number of contaminants that can damage and wipe out an entire crop, thus learning about proper indoor air quality is quickly gaining prominence.

Cannabis growers operate in three methods - outdoor grow similar to a farm, greenhouse similar to vegetables, and fully enclosed warehouse with Heating, Ventilation, and Air Conditioning system (HVAC). Outdoor growers harvest once a year, greenhouse growers harvest roughly 4 times a year and warehouse growers harvest 6-8 times a year. The top of the line, best quality and quickest harvests occur with a warehouse grower. NAFA members can engage the role of educating the grower on the best and most efficient method of removing particulates, disinfecting molds, fungus, bacteria, and mitigating pungent cannabis odors.

Filtration

The warehouse grower has anywhere from 100 to 10,000 plants inside a large room or multiple rooms which are full of dirt pots, 1000 watt growing lamps creating a massive heat load, circular fans on the walls stirring up dust, and high numbers of air changes per hour through the HVAC system. Operating indoors with the above opposing systems can rapidly increase the particulate load to that of dust storm. These opposing forces will continually increase the level of particulates as well as circulate those particulates around the room, through the HVAC system spreading contamination and dust virtually on every surface of the room. The current level of filtration for the majority of warehouse growers consists of a 1" MERV 8 pleated filter. Several reasons for this stem from utilizing 5 ton HVAC systems, choosing the cheapest filters, or a recommendation from an HVAC contractor.

The warehouse grower that has retrofitted a warehouse typically has multiple 5 ton AHU per room. The new facility built from the ground up typically has 15 to 25 ton AHU. Most growers are so concerned with overcoming the heat load of their grow lights and reducing humidification levels, that they are hesitant to increase filtration because of pressure drop. The HVAC contractor sizes the system to provide the grower with anywhere from 10 to 18 air changes per hour and does not educate the grower on the vast array of filtration efficiencies or sizes, thus why 1" MERV 8 pleats are the most common with Cannabis growers currently. This is a perfect situation where NAFA members can be of crucial benefit to growers in educating them that a higher efficiency filter will not necessarily affect the heating/cooling loads when sized properly and can lower life cycle costs of the filter as well as the AHU.

Powdery Mildew and Botrytis UV-C air disinfection

The warehouse Cannabis grower is especially susceptible to the infection of Powdery Mildew and Botrytis which infiltrate the facility and continually infect the Cannabis buds causing a stunting of growth, distortion of quality, a reduction of terpenes and degraded product that must be discarded or used for oil extraction.

other organizations with the expertise of NAFA members poised to assist this progressive and expanding industry.

Indemnification Agreement

To the fullest extent permitted by law, the County of Colfax (County) shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to Colfax County Cannabis Ordinance approving the operation of any commercial cannabis business or cannabis retail business.

In consideration for the submittal of an application for a commercial cannabis business permit application and/or issuance of a cannabis business permit, and to the furthest extent allowed by law, Applicant does hereby agree to indemnify, hold harmless and defend the County and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by County, Applicant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the issuance of a cannabis business permit, the process used by the County in making its decision the alleged violation of any federal laws by the cannabis business or any of its officers, employees, or agents.

Applicant's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence, or caused by the willful misconduct, of County or any of its officers, officials, employees, agents or volunteers.

Applicant must, at the time of permit issuance, maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the County.

Applicant shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Applicant shall not be deemed to release or diminish the liability of Applicant, including, without limitation, liability assumed under this Agreement.

The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Applicant. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Applicant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Applicant, its officials, officers, employees, agents, volunteers or invitees.

County shall be reimbursed for all costs and expenses, including but not limited to legal fees and costs and court costs, which the County may be required to pay as a result of any legal challenge related to the county's approval of the applicant's commercial cannabis business permit. The County may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the Application and/or Permit.

The undersigned acknowledges that he/she (i) has read and fully understands the content of this Indemnification and Hold Harmless Agreement; (ii) is aware that this is a contract between the County and Applicant; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is



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RESOLUTION 2024-12

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(575) 445-3171

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

Royal Quint
Probate Judge
(575) 445-9565

AMENDMENT TO RESOLUTION 2022-51 A RESOLUTION TO ADOPT POLICY AND PROCEDURES FOR THE ABANDONMENT AND VACATION OR CLOSURE OF ROADS AND COUNTY MAINTAINED RIGHTS-OF-WAY.

WHEREAS the Colfax County Commissioners of New Mexico recognizes the importance of providing a policy and procedures for the abandonment and vacation, or closure of roads and county-maintained rights-of-way.

NOW, THEREFORE, BE IT RESOLVED that the County of Colfax, acting by and through its duly elected Board of Commissioners, does hereby create the Colfax County policy and Procedures for abandonment and vacation or closure of roads and rights-of-way with the following provisions:

1. PURPOSE

It is the purpose of this policy to establish procedures for reviewing abandonment and vacation, or closure of county roads, streets, highways, and rights-of-way.

2. AUTHORITY

NMSA § 67-2-6 (1978) provides that the Colfax County Commissioners has the right to abandon and vacate public roads, streets, or highways. NMSA § 67-5-4 provides that the County Commissioners may discontinue or close public roads.

3. FORMAL DECLARATION

NMSA § 67-2-6 (1978) directs that property or property rights in roads, streets or highways will not revert until such property or property rights are vacated and abandoned by formal written declaration of vacation and abandonment which has been duly declared by the County Commissioners of the County in whom the property or property right has vested.

4. DEFINITIONS

4.1 "Abandonment of a County Road" means the removal of the public interest in a road (see "Vacation of a County Road"), and which is documented by a duly executed declaration of Abandonment and Vacation.

4.2 "Adjacent Landowners" are property owners who own property with frontage on the road proposed for vacation or who own land at each end of the road segment in question.

4.3 "Affected Property Owners" are property owners who own property which is not immediately adjacent to the road proposed for Abandonment and Vacation or Closure, but whose property or rights will be

significantly impacted by the Abandonment and Vacation or Closure of the road proposed for such.

4.4 "Applicant" means the person who requests Vacation and Abandonment or Closure by completing an application in the form required by this Policy and who pays all requisite fees.

4.5 "Certified Appraisal" means a written appraisal of value conducted by a state certified appraiser.

4.6 "Closure of a County Road" means an action taken by the Colfax County Commissioners whereby an established road is closed for the purposes of eliminating public access to or use of the road but the County's interest in the road for other purposes such as utility easements, drainage maintenance or other uses is retained.

4.7 "County Road" is defined as a County-owned dedicated right-of-way or easement for public right-of-way.

4.8 "Partial Vacation" means public access may be closed while utility access through creation of a defined utility easement is retained.

4.9 "Public Right-of-way" means land used to provide access for the movement of people, goods, drainage, utilities (surface or subsurface), vehicles, and services

4.10 "Review Summary and Comments" means the summary decision of any department or County Manager or his/her designee charged with review of the Application consisting of a recommendation for or against the abandonment and vacation or closure proposed in an application for the same. The Comments section shall include reasons, circumstances, or evaluations not apparent in the Application and discussion of any possible adverse impact on Adjacent and Affected Property Owners.

4.11 "Road Review Committee" means the Committee selected by the Colfax County Commissioners which may consist of three to five members of citizens within the affected area

4.12 "Vacation of a County Road" means a formal action taken by the Colfax County Commissioners whereby the public interest in a road right-of-way or public service easement is removed (abandoned) and which is documented by a duly executed declaration of Abandonment and Vacation.

5. ABANDONMENT AND VACATION OR ROAD CLOSURE REQUESTED BY THE PUBLIC

A member of the public may request abandonment and vacation, or closure of a county road or county regulated public right-of-way after submitting a formal Application to the Colfax County along with the appropriate application fee as set forth herein below.

6. PROCEDURE FOR ABANDONMENT AND VACATION OR ROAD CLOSURE

6.1 Application

6.1.1 Form.

The form of Application shall be the prescribed form attached to this policy as Exhibit A

6.1.2 Attachments.

All attachments hereinbelow described shall be submitted with the Application at the time application is made. No Application will be considered for review until and unless it is complete, including all attachments. Incomplete Applications will be returned to the applicant.

6.1.2.1 Letter of Intent.

A Letter of Intent must accompany any Application for Abandonment and Vacation or Closure of any road or right-of-way and shall include the following elements:

6.1.2.1.1 Acreage of road.

Provide an estimate of the acreage of the road proposed to be abandoned and vacated or closed, citing the measurements or criteria and sources used for the estimate and the method of calculation of the estimate.

6.1.2.1.2 Description in detail of location of road.

Provide a legal description obtained from a New Mexico Registered Professional Land Surveyor or provide a detailed description of the approximate location of the road or right-of-way, e.g., "Approximately [X] feet South of [road name], approximately [X] feet North of [road name], approximately [X] feet East of [road name], and approximately [X] feet West of [road name]."

6.1.2.1.3 Name of Subdivision.

Provide the name of the subdivision, if any, of record within which the road or right-of-way lies.

6.1.2.1.4 Reason for the proposed abandonment.

Specify clearly any and all reasons for the proposed abandonment and vacation or closure.

6.1.2.1.5 Special considerations.

Outline any special considerations the Applicant believes to have bearing on the review of the Application for Abandonment and Vacation or Closure, e.g., any special circumstances applicable to the Applicant and/or Adjacent and/or Affected Property Owners which have particular impact on the reasons for the proposed abandonment and vacation or closure given above.

6.1.2.2 Utility Company Approvals.

The Application must contain a statement of approval of all affected Utilities Companies or Providers on company letterhead showing the title of the person signing the letter or provide a prepared plat with the signature or signatures of a utility company or companies on the plat.

6.1.2.3 Letters of Consent/Non-Consent.

Letters of Consent/Non-consent of all adjacent landowners shall be attached to the Application. Letters of Consent/Non-consent must be obtained from every adjacent property owner. If it is not possible to obtain a Letter of Consent/Non-consent from any adjacent property owner, a statement of the reasons the letter cannot be obtained should accompany the Application.

6.1.2.4 Copies of Deeds to Adjacent Properties.

The Applicant shall provide copies of the recorded deeds to all adjacent properties, including his own, with the Application in order to verify that the legal owner(s) of adjacent properties have provided Letters of Consent/Non-Consent.

7. ADDITIONAL PROCEDURES FOR ABANDONMENT AND VACATION

The procedure for abandonment and vacation of a road or county regulated public right-of-way shall be the same as the Procedure described hereinabove at Section 6 and will also include the following attachments to the application:

7.1 Drawing.

An accurate drawing of the road or right-of-way to be abandoned and vacated, showing all adjacent landowners' property lines and names shall be attached to the application.

7.2 Legal Description.

A proper legal description of the parcel to be abandoned and vacated shall be included with the Application.

7.3 Determination of Square Footage

The Applicant shall calculate the approximate square footage of the parcel of the road proposed to be vacated and state the total estimated square footage showing the measurements and the method of calculation used on an attachment to the Application.

7.4 Determination of Value

All Applications for Abandonment and Vacation shall include a statement or the certificate of the appraisal value of the parcel acceptable to the County.

7.5 Appraisal

Pursuant to NMSA section 13-6-.2.1, if the value of the parcel is more than twenty-five thousand dollars (\$25,000), the state board of finance's approval is needed.

7.6 Plat.

If an Application for Abandonment and Vacation is approved by the Colfax County Commissioners, a Plat of Survey certified by a Registered Professional Land Surveyor (**R.P.L.S.**) of the road or right-of-way to be abandoned and vacated showing all adjacent landowners shall be prepared at the Applicant's expense and provided to the Board of County Commissioners.

8. Application Fees

8.1 The initial application fee for an Application for Abandonment and Vacation or Closure is Six Hundred Dollars (\$600.00) for each Application. The Application Fee shall be tendered at the time the Application is submitted and any Application submitted without the requisite Application Fee will be returned to the Applicant. The Application fee shall not be returned once the Application has gone through Road Department and Road Review Committee review.

9. Acquisition Fee

If applicable determination of value above places the estimation of value of the property at \$25,000 or more, the acquisition fee in the amount of the appraised land value shall be collected by the Colfax County after the Application has been approved for abandonment and vacation by the Colfax County Commissioners and prior to the filing of the Statement of Abandonment and Vacation for the purpose of acquiring further approval from relevant state authorities.

10. Submission of Application

10.1 County Manager's Office.

All Applications for Abandonment and Vacation or Closure shall be initially submitted to the Colfax County at its office located at: 230 North 3rd Street, Raton NM 87740 (Mailing Address: P.O. Box 1498). The County shall review all Applications for completion in accordance with this Policy. For Applications for Abandonment and Vacation only, an additional copy of the Application will be sent to the County Assessor for a determination of value.

10.2 Road Review Committee

The Colfax County Road Review Committee shall review all Applications for Abandonment and Vacation or Closure. The County Road Review Committee will review the requests and send its Review Summary and Comments in accordance with NMSA 67-5-4 (1978) to the Colfax County Commissioners.

10.3 Colfax County Commissioners

The County Commissioners will consider the Application and the Review Summary and Comments of the Road Review Committee to determine whether to approve the application to abandon and vacate or close the subject road. Following proper notification and publication requirements the Board of County Commissioners will consider all comments from all present at the meeting and will act in the best interests of the county to either abandon and vacate or close the road or maintain the road as a county right-of-way.

11. APPROVAL AND PAYMENT

11.1 Documentation

The County Manager shall coordinate the preparation, signing and recording of all documents of the action taken upon the payment of the appropriate fee or fees as determined under Sections 8 and 9 above and Sections 11.3 and 11.4 below.

11.2 Approval of Abandonment and Vacation

Upon approval of the abandonment and vacation of a road or right-of-way by the Colfax County Commissioners, the Applicant must provide all additional documentation required in Section 7 above and make payment of the appropriate fees as determined under Sections 8.0 and 9.0 above and Sections 11.3 and 11.4 below.

11.3 Abandonment and Vacation of Road with a Value of Twenty-five Thousand Dollars (\$25,000) or More

If the value of a road or right-of-way approved for Abandonment and Vacation has been determined to have a fair market value of Twenty-five Thousand Dollars (\$25,000) or more, compliance with all provisions of NMSA § 13-6-2.1 (1978) and applicable regulations of the state board of finance shall be required.

11.4 Signage Change and Cost.

If an Application for Abandonment and Vacation or for Road Closure is approved by the Board of County Commissioners, Applicant will also be responsible for the cost to change existing signage to comply with pertinent laws or regulations if applicable.

11.5 Quit Claim Deed

If an Application for Abandonment and Vacation is approved by the County Commissioners, the Commissioner shall issue a Quit Claim Deed for the property so abandoned and vacated once the appropriate fees have been paid.

12. ROAD REVIEW

The Applicant must attend the road review as scheduled by the Road Review Committee to provide any necessary information to the committee.

13. County Commission's review

The Commission shall consider whether the vacation will adversely affect the interests of persons on contiguous land or persons being vacated - if the road vacation were to block the only available access to public state or federal lands, it could potentially be regarded as adversely affecting the interests of persons who use that road to access those lands, and therefore, the Commission shall not approve such vacation to uphold and protect the best interests of the County.

(signature page to follow)

APPROVED in the Open Meeting this 12th day of March 2024.

COLFAX COUNTY BOARD OF COMMISSIONERS

Si Trujillo, CHAIRMAN

Mary Lou Kern, VICE-CHAIR

Bret Wier, MEMBER

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

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

APPLICATION FOR: _____ **Abandonment and Vacation** _____ **Closure**

Date Submitted: _____

LOCATION OF PROPOSED ABANDONMENT and VACTED OR CLOSURE:

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

DESCRITION OF PROPERTY TO BE ABANDONED AND VACATED OR CLOSED:

APPLICANT NAME: _____

ADDRESS: _____

TELEPHONE(S) _____

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

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

REQUIRED ATTACHMENTS FOR ROAD CLOSURE:

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

IS ROAD A COUNTY MAINTAINED ROAD: _____ YES _____ NO

REQUIRED FEE:

_____ Six Hundred Dollars (\$600.00) fee per application

ADDITIONAL FEES:

Acquisition Fee in the amount of \$ _____

Fees for Signage changes in the amount of \$ _____

COLFAX COUNTY REVIEW OF APPLICATION:

County staff shall notify applicants whether the application is deemed complete within fifteen (1) days of submittal. Only applications which are found to be complete will be processed and forwarded to the County Review Committee. Incomplete applications will be returned to applicant.

AFFIDAVIT/SIGNATURE:

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

Applicant's Signature

Date

LABORATORY SERVICES AGREEMENT

THIS LABORATORY SERVICES AGREEMENT ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between TriCore, Inc., ("TriCore"), a New Mexico nonprofit corporation and tax exempt organization under Section 501(c)(3) of the Internal Revenue Service Code with laboratories and its corporate headquarters located at 1001 Woodward Place NE, Albuquerque, NM 87102 ("TriCore" or "Contractor"), and [Vigil-Maldonado Detention Center] located at [444 Hereford Avenue, Raton, NM 87740] ("Client" or "VMDC"), referred to collectively hereinafter as the "Parties".

RECITALS

WHEREAS, TriCore Inc. operates a full service laboratory certified under the CMS Clinical Laboratory Improvement Amendments ("CLIA") and accredited by the College of American Pathologists ("CAP").

WHEREAS, Client operates a(n) Specialty Care Clinic and wishes to contract for referral laboratory services;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, in a spirit of cooperation and mutual good faith, intending to be legally bound hereby, agree as follows:

TERM AND TERMINATION

1.0 **TERM.** This Agreement will commence on the Effective Date and will remain in effect for twelve (12) consecutive months ("Initial Term"), unless the Agreement is terminated earlier according to the provisions provided herein. This Agreement will renew automatically at the anniversary date of the Effective Date up to four (4) successive one-year periods including the initial term unless either Party provides at least thirty (30) days written notice of its intent not to renew this Agreement ("Renewal Term"). All Renewal Terms will be for a period of one year unless otherwise specified in writing.

2.0 TERMINATION.

2.1 **Termination without Cause.** Either Party may terminate this Agreement at any time without cause upon sixty (60) days prior written notice to the other Party.

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

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

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

Termination for Cause. Either Party may terminate this Agreement in the event of a material breach of the agreed upon terms, including non-payment for services. Written notice of termination for cause shall be given to the other Party at least thirty (30) days prior to the proposed date of termination. If the reasons for the termination are cured prior to the proposed date of termination, then the Agreement shall not terminate.

2.3 **Mutual Termination.** This Agreement may be terminated at any time by a written agreement signed by both parties effective as of the date specified in such writing.

2.4 **Automatic Termination.** This Agreement shall be terminated automatically if Client files a petition for bankruptcy or is placed on the Office of Inspector General List of Excluded Individuals and Entities. Termination shall be effective on the date of the filing of the bankruptcy petition or the date of listing on the OIG LEIE.

2.5 Effect of Termination Survival. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of termination. In the event this Agreement is terminated, Sections 7, 9, 13 and 15.4 shall survive.

2.6 Return of Equipment. If either Party terminates this Agreement, with or without cause, Client shall return all equipment and supplies provided to Client by TriCore at TriCore's sole cost and expense. For any equipment and supplies not returned within thirty (30) days, TriCore reserves the right to charge Client for such equipment and supplies and Client agrees to pay such charges, which will be based on the fair market value of the equipment and supplies on the effective date of the termination of this Agreement and such determination of the value of the equipment shall be agreed by both parties.

TRICORE RESPONSIBILITIES

3.0 LABORATORY SERVICES. TriCore will provide the laboratory services ("Services") described in Exhibits A - H, as applicable.

3.1 Requisitions. TriCore will provide Client with preprinted requisitions for routine testing, if requested.

3.2 Billing for Testing Services. Upon receipt of required documents and information from Client, TriCore will use its customary billing practices to bill all testing to the patient, the patient's insurance or to the Client, as designated on the requisition electronic order or as determined by Federal and/or State requirements. TriCore's claims for payment will be accurate and comply with pertinent legal and statutory requirements and requirements of the responsible party to which the claim is submitted. Payment is subject to availability of funds pursuant to the Colfax County Commission Approval set forth below and to any negotiations between the parties from year to year pursuant to Scope of Work, and to approval by Colfax County Commission. All invoices MUST BE received by VMDC no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

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

3.4 Supplies and Equipment. TriCore will provide, as part of its Services, such consumable items, devices or supplies to be used solely to collect, transport, process, and store specimens for testing by TriCore.

3.5 Result Delivery. TriCore will make reasonable efforts to deliver or transmit the result of tests to Client within twenty-four (24) hours of the time the specimen has completed processing and testing at TriCore's testing facility, except for those specimens sent to a referral laboratory for testing. TriCore will make reasonable efforts to deliver or transmit results of tests performed on specimens of a special nature back to Client within the times set forth in TriCore's then current directory of services.

3.5.1 Critical Value Test Results. Critical Value test results, as established at TriCore by its medical staff, will be reported to Client's designated person in accordance with the procedures established by TriCore. If Client is a referring laboratory, TriCore will report Critical Value test results to the referring laboratory's designated contact, after which the referring laboratory is responsible for reporting Critical Value test results to the appropriate healthcare provider according to their procedures. Client must provide TriCore with their designee for business and after hours process for Critical Values. Client shall notify TriCore of any changes in the designated person or the designated person's contact information prior to implementation of the change.

Designated Person (Business Hours)

Name: Warden Regina Slade, VMDC Call Main
Number: _____

Phone Number: (575) 445-3697 Option 2

Designated Person (After Hours)

Name: Ashley Trujillo

Phone Number: (505) 290-7605

Additional After Hours Notes: After 3 attempts call the Warden Regina at (575) 707-0163

3.6 Consultation. TriCore staff shall be available to Client during TriCore's regular business hours to discuss laboratory procedures, test results and billing questions. In TriCore's experience, payors are more likely to pay without delay when all providers work together to meet the payor's requirements for prior authorization, documentation, and claims submissions. In order to facilitate effective claims submission, TriCore staff shall be available during TriCore's regular business hours to discuss issues related to prior authorization, coding, billing, and claims submission.

3.7 Unsatisfactory Specimen and Unsatisfactory Results. If TriCore cannot analyze a specimen because of improper collection or degradation of the sample, or cannot obtain satisfactory test results, TriCore will notify Client. TriCore will bill only for those specimens on which it is able to obtain a satisfactory test result. Requirements for sample collection can be found in TriCore's Directory of Services, which can be located at <http://www.tricore.org/providers>.

CLIENT RESPONSIBILITIES

4.0 INFORMATION AND DOCUMENTATION FOR TESTING AND BILLING. Client acknowledges that TriCore cannot justify medical necessity nor seek payor prior authorization for tests ordered by Client. Only Client is authorized to acquire appropriate authorizations from payor. Information about Medical Necessity and Valid Laboratory Orders can be found in TriCore's "Annual Provider Notice", which can be located at <http://www.tricore.org/providers>.

4.1 Regulations/ Licensure. All Laboratory Services which are requested by Client shall be ordered by a physician or other appropriately licensed provider.

4.2 Client Onboarding. Client agrees to designate a direct billing point of contact for the TriCore Revenue Cycle Department. As part of the onboarding process and within the first thirty (30) business days of the Effective Date of this Agreement, Client agrees to have an orientation session with a representative from the TriCore Revenue Cycle Department, so that billing processes can be defined and the partnership between the Client's billing point of contacts and TriCore Revenue Cycle Department representative can be established.

4.3 Testing and Billing Information and Medical Necessity. Client shall specify each test to be performed by TriCore. Client will provide patient demographic information, full name of ordering physician, NPI number, all relevant insurance information (or a copy of patient's insurance card or facility face sheet), complete billing instructions, prior authorization number when appropriate, valid diagnosis (ICD-10) codes and future revisions, to support medical necessity of laboratory tests ordered on the requisition and when applicable a valid Medicare Advanced Beneficiary Notice (ABN) for specific tests that Medicare may not cover. Medicare Advantage plans follow the same medical necessity criteria as traditional Medicare but the ABN cannot be used; valid diagnosis (ICD-10) codes to support medical necessity of laboratory tests ordered will need to be provided. Client shall provide all patient and billing information, including prior authorization and medical necessity support, at the time testing is ordered. TriCore will bill patient's insurance carrier or, where permitted under the applicable plan, patients directly for tests based on current pricing as set forth in Section 3.2 of this Agreement.

4.4 Prior Authorization. If prior authorization for a test is required by the patient's insurer or other payor, Client shall obtain such prior authorization and provide documentation of prior authorization to TriCore at the time the test is ordered. Payors often ask for documentation or questions that require clinical information that only Client has. TriCore does not have access to the clinical documentation in ordering physician charts to substantiate the clinical need and medical necessity for testing therefore cannot obtain the prior authorization on behalf of Client. If Client is unsure of the payor's requirements regarding prior authorization, Client shall contact the payor directly to determine and comply with such requirements.

4.5 Incomplete or Inaccurate Information. Client acknowledges that incomplete or inaccurate information may result in delayed testing, delayed billing, delayed reimbursement, or refusal of reimbursement, which may result in a financial loss to TriCore. In the event that TriCore suffers a financial loss as a result of Client's failure to provide complete and accurate information, including but not limited to prior authorization, medical necessity justification, or due to Client's or Client's ordering providers failure to enroll with Medicare and/or Medicaid, Client agrees to assist TriCore in curing the claim rejection or denial causing the financial loss. TriCore may request medical and/or financial documentation from Client, or other assistance from Client, to cure a claim rejection or denial. Upon TriCore's request, Client shall provide the requested documentation or other assistance. In the event that the requested documentation or assistance is not provided by Client, or TriCore is otherwise unable to cure a claim rejection or denial, TriCore reserves the right to share the financial losses with Client and TriCore will bill Client for the financial losses based on the Client Price List set forth in Exhibit A accrued until such time. If the financial loss is related to the ordering provider not being enrolled with Medicare or Medicaid, then TriCore will bill the client for the financial loss as set forth in the provider obligations listed in Section 5.0 Medicare and Medicaid Requirements, below. Client agrees to pay such amounts as set forth in the Section 6.0 Timely Payment of Invoices, of this Agreement.

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

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5.0 MEDICARE AND MEDICAID REQUIREMENTS: Client will ensure that any provider ordering Services for Medicare and Medicaid beneficiaries under Client's account shall have an approved enrollment record or a valid opt-out record in the Provider Enrollment, Chain and Ownership System ("PECOS") through the Centers for Medicare and Medicaid Services ("CMS")

and New Mexico Human Services Department, Medical Assistance Division. If TriCore performs testing for Client pursuant to an order from a provider who does not have an approved enrollment record or valid opt-out record in PECOS (only Medicare offers an opt-out option for valid providers), Client shall be billed for such services at the rates set forth in Exhibit A, if applicable, if Exhibit A is blank, Client shall be billed at TriCore's usual and customary rate. (42 CFR 424.507) Clients that are not authorized by CMS to order laboratory services, which may include but are not necessarily limited to Chiropractors, Naturopaths, Doctors of Oriental Medicine, Acupuncturists, and all other Alternative Medicine Providers, are responsible to pursue patient payment. Visit [Medicare Provider Enrollment - MLN9658742 August 2021 \(cms.gov\)](#) for more information.

6.0 TIMELY PAYMENT OF INVOICES. Invoices will be mailed to Client by the third business day of each month, and will include only those charges for those tests for which results have been obtained prior to the generation of the invoice.

6.1 All invoices are payable thirty (30) days from receipt of invoice. Payment can be made to the following:

TriCore, Inc.
ATTN: Accounts Receivable
P.O. Box 25627
Albuquerque, New Mexico 87125-5627

6.2 Late Charges (not applicable if Patient and/or Third Party Billed). Subject to the terms in this Agreement, All balances not paid in full within thirty (30) days from the date of the invoice will be subject to an additional one-time 5% late fee, and interest at the rate of 1.5% per month until paid in full. In the event Client has failed to pay any undisputed invoice from TriCore within sixty (60) days from the date of the invoice, TriCore reserves the right to suspend service under this Agreement until such time as arrangements for payment have been determined. Non-Payment of a significant outstanding amount will be considered as a material breach of this Agreement and subject to the notification and termination for cause process of Section 2.2 of this Agreement. In this event, Client agrees to be responsible for all collection and court costs, including but not limited to, outside collection fees, reasonable attorneys' fees, court costs, all costs associated with filing any judgment and all costs associated with attaching assets to satisfy amounts due and all aforementioned costs.

7.0 PROVIDE INFORMATION REGARDING DISEASES AND CONDITIONS NOTIFIABLE TO STATE DEPARTMENTS OF HEALTH (DOH): To satisfy the law for reporting all notifiable lab results to the appropriate DOH, Client will provide the following for all diseases and conditions that qualify: the patient's name, date of birth, address, gender, telephone number and the provider's professional name and telephone number. Consult your state's listing of notifiable diseases and conditions for applicability.

8.0 ADDITIONS, CHANGES, OR CORRECTIONS TO CLIENT ACCOUNT INFORMATION. Client will notify TriCore within ten (10) business days of any changes to the Client's account set-up, including but not be limited to, changes to address, phone numbers, fax numbers, adding physicians or deleting physicians from the group. All changes to the account must be communicated by the Client to TriCore at 800-245-3296 Option 1 (24 hours) or <http://www.tricore.org/contact>. Future orders placed in the Client's EMR (Electronic Medical Record) should be canceled prior to a patient presenting for laboratory services. Changes to the ordering physician after tests have been run are not acceptable.

COMPLIANCE WITH LAW

9.0 STATE AND FEDERAL REGULATIONS.

9.1 COMPLIANCE. The Parties intend that this Agreement comply at all times with all applicable state, federal and local laws, including but not limited to fraud and abuse statutes, Stark legislation, the federal Anti-Kickback Statute, the federal Support Act, tax regulations, civil rights laws, and rules and regulations of applicable healthcare accreditation organizations. Subject to the terms specified in 4.5 of this Agreement If, at any time, a Party in good faith determines that this Agreement does not comply with the law, the Parties shall use good faith efforts to modify the Agreement to comply with the law. If, after good faith efforts, the Parties determine that the Agreement cannot be modified to comply with the law, either Party may terminate this Agreement immediately upon written notice to the other Party.

9.2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA"). Each Party represents and warrants that with respect to all protected health information, as defined by HIPAA, it is a covered entity under the Privacy and Security Rules and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by or exchanged by the Parties by implementing and maintaining all necessary privacy and security policies, procedures, system safeguards and practices that are codified at 45 C.F.R. Parts 160 and 164, Subparts A, C and E.

and any other applicable provision of HIPAA, and any amendments thereto, including HITECH. TriCore's HIPAA Notice of Privacy Practices is available at <http://www.tricore.org>

9.3 MEDICARE REPORTING AND ACCESS REQUIREMENT. To the extent required by law, at the expiration of ten (10) years after the furnishing of any Services pursuant to this Agreement, TriCore shall make available, upon request by the Secretary of the U.S. Department of Health & Human Services, the Comptroller General, or any of their duly authorized representatives, the contracts, books, documents and records of TriCore that are necessary to certify the nature and extent of all Medicare costs with respect to such Services. If TriCore carries out any of the duties of this Agreement through a subcontract subject to approval from the Commission, with a value or cost of \$10,000 or more over a twelve (12) month period, such subcontract shall contain a clause to this effect.

9.4 SHIPPING HAZARDOUS AND REGULATED MATERIAL. If Client ships specimens to TriCore, Client shall package, label, transport and ship hazardous materials, items containing hazardous materials and any other regulated materials, in accordance with all applicable federal, state, and local laws, rules, ordinances and regulations, and shall furnish any appropriate documentation or Safety Data Sheet. Client shall be solely responsible for notifying carriers and other handlers of any risks inherent in any such shipments.

RELATIONSHIP OF THE PARTIES, INDEMNIFICATION, CONFIDENTIALITY, INSURANCE AND NOTICE

10.0 INDEPENDENT RELATIONSHIP OF PARTIES. None of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between Client and TriCore other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the Parties hereto, nor any of their respective employees will be construed to be the agent, employer or representative of the other. Nothing in this Agreement is intended to solicit referrals. There has been, and shall be, no compensation or remuneration exchanged between the parties for any referrals made pursuant to this Agreement.

11.0 INDEMNIFICATION. Each Party agrees to indemnify and hold harmless the other, its officers, directors, agents and employees against all liabilities, claims, damages, suits, demands, expenses, and costs (including, but not limited to, court costs and reasonable attorneys' fees) of every kind arising out of or as a consequence of the willful or negligent acts or omissions of the indemnifying Party, its agents, servants, and employees, in the performance of or conduct related to this Agreement. Neither Party is required to take any action nor make any claim to any third party as a precondition to seeking indemnification. Each Party will timely notify the other of any intended claims for indemnification, and, upon reasonable request in writing, will provide the other Party, or its duly authorized representative, with reasonable opportunity to examine all books, records or documents to the Party seeking indemnification insofar as they relate to the claim for indemnification. The VMDC shall not waive any immunities or privileges allowed in New Mexico state laws.

12.0 CONFIDENTIALITY AND INSPECTION OF RECORDS. If the Services to be provided by TriCore hereunder are subject to the disclosure requirements of 42 U.S.C. 1395x (v) (1), TriCore will until expiration of ten (10) years make available, upon written request of the Secretary of Health and Human Services, or upon request to the Comptroller General, or any of their duly authorized representatives, a copy of the Agreement and the books, documents and records of TriCore that are necessary to certify the nature and extent of the costs incurred under this Agreement through a subcontractor with a value or cost of \$10,000, or more over a twelve (12) month period. During the term of this Agreement, upon reasonable prior written request and during normal business hours, TriCore will allow Client reasonable access to TriCore records concerning the Services provided hereunder.

13.0 INSURANCE. ~~Each party~~The Contractor shall maintain the following insurance coverage throughout the term of this Agreement, at its sole expense: (i) Cyber Liability with a \$10,000,000 aggregate (ii) Professional Liability with a limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate limit. Coverage shall be on a claims made basis and shall be extended for a period of not less than 5 years after the completion of this Agreement, (iii) General Liability including coverage for bodily injury and property damage at \$1,000,000 per occurrence and \$4,000,000 aggregate, (iv) Automobile Liability \$1,000,000 combined single limit, and (v) Workers' Compensation at the limits required by Federal and New Mexico law. Required limits may be satisfied by any combination of primary and umbrella/excess policies so long as the umbrella/excess policies provide a follow form provision and include all necessary coverage requirements. Copies of certificates of insurance will be made available upon request.

14.0 NOTICES. Whenever written notice is required or permitted to be given pursuant to this Agreement, such notice will be in writing and will be deemed to have been sufficiently given if delivered personally or within three (3) days after it is deposited in the United States mail properly stamped, certified or registered mail, return receipt requested, addressed to the Party to whom it is given at the address hereinafter set forth.

If to TriCore:
TRICORE Inc

TriCore LSA v 5.0 JUN22
<http://www.tricore.org>

Attn: Business Development
1001 Woodward Place NE
Albuquerque, New Mexico 87102

With a copy to:

Attn: Legal & Risk Services
Email: contracts@tricore.org

If to Client:

[Vigil-Maldonado Detention Center
Attn: Regina Slade
444 Hereford Avenue
Raton, NM 87740]

15.0 MISCELLANEOUS.

15.1 Modification and Changes. This Agreement cannot be modified or amended except by written agreement executed by both Parties to this Agreement.

15.2 Assignment and Subcontracting. Neither Party may make any assignment of this Agreement or any interest herein, by operation of law or otherwise, without the prior written consent of the other; ~~which shall not be unreasonably withheld, provided, however, that either Party may assign its rights and obligations under this Agreement without the consent of the other in the event of a corporate reorganization, consolidation with, merger into, or transfer all or substantially all of its properties or assets (or in the case of TriCore, substantially all of its properties or assets used in connection with its laboratory services operations) to another entity.~~ This Agreement shall inure to the benefit of and be binding upon each Party, their respective successors, executors, administrators, heirs and permitted assigns.

15.3 Headings. The headings of the various paragraphs or sections of this Agreement are for purposes of reference only and will not expand, limit or otherwise affect any of the terms or provisions hereof.

~~**15.4 Governing Law.** This Agreement and the rights and obligations of the Parties hereunder will be governed by, executed, construed and interpreted in accordance with the laws of the State of New Mexico, without regard to conflict of law principles. Any formal legal dispute arising out of this Agreement shall be brought in Albuquerque, Bernalillo County, New Mexico.~~

~~**15.45 Force Majeure.** Parties will be excused from performance under this Agreement if they are prevented from performing the obligations described in it, in whole or in part, as a result of any Act of God, civil disturbance, court order or third party labor dispute. The parties must agree to any other cause beyond their reasonable control which can be the reason to be excused from performance as force majeure or any other cause beyond their reasonable control.~~

15.6 Equal Employment Opportunity. The Parties hereby incorporate the requirements of 41 CFR Section 60-1.4(a)(7), 60-250.5 and 60-741.5, if applicable.

15.7 Warranty of Eligibility to Participate in Government Programs. Both Parties warrant that neither they nor any of their employees, contractors, or owners have been debarred, suspended, declared ineligible or excluded from Medicare, Medicaid or any other federal or state government healthcare program. No other warranties are made by TriCore. In no event will either Party be responsible for any punitive damages or any consequential, incidental, indirect, or special damages of TriCore, Client or of any third party.

15.8 Waiver. No failure of either Party to notify the other Party of any default or to exercise its right of termination because of any such default will prejudice any remedy for any subsequent default. No failure of either Party to insist on strict compliance by the other Party with its obligations hereunder and no custom or practice of the Parties at variance with the terms hereof will constitute a waiver of any Party's right to demand exact compliance with the terms hereof. Any waiver by either Party of any default will be limited to the particular instance and will not operate or be deemed to waive any further default.

15.9 Severability. The provisions of this Agreement are severable. Each provision does not depend upon another provision for its enforcement, and each provision constitutes an enforceable obligation between the Parties. If any provision herein will be held invalid or unenforceable by a judicial decision directly binding upon any of the Parties, the remaining provisions will remain in full force and effect.

15.10 Entire Agreement. This Agreement, together with Exhibits A through H, as applicable, contains the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement. ~~A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights. If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she~~

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has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the date of the last signature. If this contract is not signed within thirty (30) days of the date from delivery to Client, TriCore may, at its option, rescind this Agreement in its entirety.

For TriCore, Inc.:

Signature

Name: Regina Slade

Title: _____

Date: _____

For: Vigil-Maldonado Detention Center

Signature

Name: _____

Title: _____

Date: _____

SCHEDULE OF EXHIBITS

- ☐ Exhibit A – Price List for Referral Laboratory Services
- ☒ Exhibit B – Courier Services
- ☐ Exhibit C – STAT Testing and Pick-up
- ☐ Exhibit D – Phlebotomy Services
- ☒ Exhibit E – Computer Connectivity and Equipment
- ☒ Exhibit F – Other Equipment
- ☐ Exhibit G – Location Schedule
- ☐ Exhibit H – FQHC Addendum

EXHIBIT A
PRICE LIST FOR REFERRAL LABORATORY TESTING SERVICES

TriCore will provide referral testing for laboratory testing procedures at the rates set forth in TriCore's List Fee Schedule when services are billed to Client.

Following the Initial Term, TriCore's Fee Schedule is subject to a three percent (3%) annual price adjustment on July 1st of each Renewal Term of the Agreement.

Services billed to third party payors and/or patients will be billed at TriCore's usual and customary rates and will be subject to all contractual arrangements between TriCore and any third party.

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EXHIBIT B COURIER SERVICES

1.0 **COURIER SERVICES.** TriCore will provide pick-up from Client's location as mutually agreed upon, except on holidays. For purposes of this Agreement, holidays will include New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Specific pick-up times will be coordinated with the Client to ensure that individual Client's needs are met. Once the Client sets pick-up times, additional pick-ups will be considered STAT and may be charged STAT fees.

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EXHIBIT C
STAT TESTING AND PICK-UP

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EXHIBIT D
PHLEBOTOMY SERVICES

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EXHIBIT E USE OF TECHNOLOGY, EQUIPMENT AND PORTAL

The terms set forth below govern Client's connection to and use of any technology, equipment and portal platforms offered by TriCore.

1.0 INTERFACE. If TriCore and Client had a functioning interface prior to the execution of this Agreement ("Interface"), TriCore is responsible only for troubleshooting the Interface connection between TriCore and Client. TriCore will provide contact information for technical personnel in the event there is need for Interface troubleshooting.

☐ Interface

1.1 Estimated Cost for Interface.

<u>Responsible Party</u>	<u>Description</u>	<u>Amount</u>
Client		\$
TriCore		\$
Total		\$

1.2 Client Responsibilities. Client is responsible for providing TriCore with a current version of software Interface specifications. Client is responsible for scheduling, installation and testing of its Interface software. Client is responsible for troubleshooting the Interface connection to TriCore's Laboratory Information System ("LIS"), with TriCore's technical assistance as necessary. Client is responsible for providing TriCore with contact information for troubleshooting purposes.

Client shall designate a contact person for purposes of testing and troubleshooting. Client acknowledges that they will be required to dedicate approximately forty (40) hours of staff time during Interface installation and implementation for purposes of testing and troubleshooting. Client's designated contact person for interface installation and implementation:

Name: _____

Title: _____

Telephone: _____

Email: _____

1.2 Sole Source of Laboratory Testing Results. Upon successful implementation of a results Interface, TriCore shall discontinue the following methods of result delivery, if applicable:

- Faxed results
- Downline printers provided by TriCore
- Courier delivery of paper results
- Mail delivery of paper results
- Requisition Based Reports

1.3 Sole Source of Laboratory Test Ordering. Upon successful implementation of a bi-directional Interface that includes test ordering and/or an electronic Ordering Portal, TriCore and Client shall discontinue the following methods of test ordering, if applicable:

- Manual Requisitions

Alternative sources of test ordering are available if extenuating circumstances apply. The test ordering alternatives are solely electronic and are necessary not only to protect the investment in the Interface, but also to protect patients from harm due to manual process and handwriting errors caused by paper requisitions. If manual requisitions continue to be the method in which TriCore is receiving test orders after a bi-directional Interface has been successfully deployed, charges may apply.

2.0 PORTAL ACCESS. TriCore will provide internet portal access to Client through the following programs:

☒ TriCore Direct- Provider Portal

3.0 EQUIPMENT. TriCore will assume the expense for the following connectivity devices:

Device	Estimated Value

Computer equipment and peripheral devices that support TriCore's connectivity solutions are provided by TriCore and are considered proprietary. This equipment is dedicated to, and for the sole use of, ordering and retrieving results for laboratory testing services provided by TriCore. Software other than that supplied by TriCore may not be loaded or used on the hardware. Use of the hardware for any purposes other than as set out in this Agreement is strictly prohibited and constitutes a material breach of this Agreement. Any such breach is cause for immediate termination pursuant to Section 2.2 of the Agreement.

4.0 ACCESS TO SERVICES.

- 4.1 TriCore hereby grants Client a license to use of the above-indicated portals and equipment and associated software or peripheral devices provided by TriCore ("TriCore Product(s)") and any accompanying user manuals for remote access to and use of the TriCore Products.
- 4.2 The TriCore Products are specifically limited to those physicians, medical service providers and other persons who are specified in writing by Client to TriCore as an Authorized User. In the event of any termination of an Authorized User, Client agrees to notify TriCore promptly in writing to discontinue access for that person. Any breach of access or Breach of Protected Health Information, as defined by HIPAA, due to Client's security issues, termination of employees, or otherwise caused in any way by Client or one of its current or former Authorized Users is Client's full responsibility and must also be reported to TriCore in writing within five (5) business days. Any use of the TriCore Products by any person who is not an Authorized User constitutes a violation of this Agreement and is cause for TriCore to terminate this Agreement. Access level entitlement will be authorized by a TriCore Medical Director.
- 4.3 Use of the TriCore Products is subject to the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"), any other applicable laws, and any terms of use provided or made accessible by TriCore, which TriCore may change from time to time in its sole discretion. The current Terms of Use for the Provider Portal can be accessed at <https://www.tricore.org/direct-terms-of-use/>.
- 4.4 Client understands and agrees that:
 - 4.4.1 Client is fully responsible for its Authorized Users' use of the Provider Portal in accordance with HIPAA, any other applicable laws, and the Provider Portal Terms of Use;
 - 4.4.2 Client's Authorized Users may only use of the Provider Portal for "treatment" or "payment" (as those terms are defined under 45 C.F.R. § 160.103) or "limited health care operations", which means "(a) conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; (b) patient safety activities (as defined in 42 C.F.R. § 3.20); (c) population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives; (d) related functions that do not include treatment; (e) reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities; or (f) for the purpose of health care fraud and abuse detection or compliance";
 - 4.4.3 Client is, at all times during the term of this Agreement and thereafter, responsible for obtaining and maintaining any consents or other legally necessary permissions from its patients, as may be required by any applicable law, to access, process, retrieve, use and/or view the information in the Provider Portal;
 - 4.4.4 The information to which Client and its Authorized Users have access through the Provider Portal may not represent all of the relevant information of any given patient of Client;

- 4.4.5 Client will timely modify or terminate an Authorized User's access to the Provider Portal as necessary based upon a change in job function or status for which access to the Provider Portal is no longer necessary;
- 4.4.6 Client will periodically audit its Authorized Users' access to the Provider Portal to verify whether such access is appropriate and consistent with the terms of this Agreement and the Provider Portal Terms of Use;

5.0 REQUISITIONS. Upon completion of any computer connectivity solution detailed in Sections 1.0 and 2.0 of this Exhibit E that allows Client to order laboratory tests electronically, Client agrees to use such electronic ordering capabilities as the primary resource for ordering laboratory tests from TriCore. Client agrees to limit the use of paper requisitions to circumstances in which Client is unable to utilize an electronic order or when Client believes it is in the best interest of the patient.

6.0 USE LIMITATIONS Client agrees not to use, or to authorize or permit others to use, any TriCore Product, except as expressly authorized in this Agreement. All software activity is electronically reviewed and audited by TriCore. Any use of the Software that is not in compliance with the terms of this Agreement is unauthorized and prohibited. It is Client's responsibility to comply with all applicable laws to ensure security of your information systems.

7.0 MINIMUM REQUIREMENTS. Client acknowledges that TriCore Products may require certain minimum system software and hardware capabilities to function properly. Minimum requirements may change from time to time. In the event a minimum requirement changes, TriCore will ensure technical assistance is available to Client.

8.0 REGULATORY COMPLIANCE. Client agrees at all times during the term of this Agreement to use TriCore Products in compliance with all federal, state and local laws and regulations applicable to the provision of health care services.

9.0 DISCLAIMER & LIMITATION OF LIABILITY. The content available through the TriCore Products is solely for informational purposes and is not a substitute for professional judgment of healthcare providers in diagnosing and treating patients. TriCore cannot guarantee that Client's access to the TriCore Products will be uninterrupted or error-free. In no event shall TriCore be liable for any indirect, punitive, incidental, special, or consequential damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the TriCore Products. This limitation of liability shall not apply to claims for laboratory testing errors resulting solely from the negligence of TriCore. TriCore is not liable for conflict with other applications including Internet Explorer plug-ins.

10.0 AUTHORIZED USERS. Upon completion of the TriCore Outreach User Access Request form, each user shall receive from TriCore a discrete password and User identification name. Client is responsible for adding or terminating Authorized Users by promptly notifying TriCore at **800-245-3296 Option 1 (24 hours) or <http://www.tricore.org/contact>**.

11.0 SOFTWARE (applicable for TriCore Pathology Express & TriCore Direct+). The Software consists of ~~internet-based~~ application software having the trade names TriCore Pathology Express and TriCore Direct+ that facilitates the performance of certain administrative functions relating to the laboratory tests and the reporting of test results. Except for the License granted hereunder, all rights and interests in and to the Software are expressly reserved. Client agrees not to take, or to authorize or permit others to take, any action that will interfere with or diminish any other person's rights, title or interests in the Software.

12.0 THIRD-PARTY APPLICATION ACCESS OR SERVICE. Client acknowledges and agrees that TriCore may deny third-party application access to TriCore's system or the TriCore Products if TriCore reasonably determines, in its sole discretion, that allowing an application to connect or remain connected to TriCore's system or a TriCore Product would present an unacceptable level of risk to the security of the system/product. TriCore is not responsible for the operation or use of any third-party application. The TriCore Products may contain or connect to content, products or Service offered by third parties ("Third-Party Service"). TriCore has no control over Third-Party Service and those Third-Party Service providers do not operate under this Agreement. Client and its Authorized Users should review the terms of use and privacy policy of any third party before using a Third-Party Service. TriCore takes no responsibility for any Third-Party Service, including for the accuracy, availability, reliability, or completeness of information shared by or available through the Third-Party Service. TriCore enable these Third-Party Services merely as a convenience and the integration or inclusion of such Third-Party Services does not imply an endorsement or recommendation. Any dealings you have with third parties while using the TriCore Products are between Client and the third party. Client agrees that it will not hold TriCore liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Third-Party Service.

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EXHIBIT F OTHER EQUIPMENT

Client and TriCore acknowledge that any use of associated equipment will improve quality, turnaround times and efficiency for laboratory test ordering and/or result delivery.

1.0 OTHER EQUIPMENT. TriCore will assume the expense for the following equipment:

Device	Estimated Value
Centrifuge	\$600.00

- 2.0 USE DETAILS. Equipment that supports TriCore's laboratory Services are provided by TriCore and are considered proprietary. This equipment is dedicated to, and for the sole use of, laboratory Testing and Services provided by TriCore. Use of the hardware for any purposes other than as set out in this Agreement is strictly prohibited and constitutes a material breach of this Agreement. Any such breach is cause for immediate termination pursuant to Section 2.2 of this Agreement.
- 3.0 USE LIMITATIONS. Client agrees not to use, or to authorize or permit others to use, any equipment, or peripheral devices provided by TriCore, except as expressly authorized in this Agreement or in a writing signed by both parties as a modification of this Agreement.
- 4.0 ACCESSIBILITY. Client agrees to allow full access to any equipment supplied by TriCore during Client's normal business hours for the purpose of but not limited to inspection and calibration.
- 5.0 In accordance with Section 2.6 of this Agreement, Client will return all equipment listed above within thirty (30) days of termination of this Agreement. For any equipment not returned, Client agrees to pay TriCore the then-current Fair Market Value for such equipment.

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EXHIBIT G
CLIENT LOCATIONS SCHEDULE

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EXHIBIT H
FQHC ADDENDUM
(Applicable for Federally Qualified Health Centers)

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NEW MEXICO
MEMORANDUM OF UNDERSTANDING
OFFICE OF THE SECRETARY OF STATE
AND
COLFAX COUNTY

This **MEMORANDUM OF UNDERSTANDING** ("Agreement" or "MOU") is entered into by and between the Office of the Secretary of State ("Office" or "Agency") and Colfax County ("County"), (collectively, "the Parties") as of the last date of execution by the Parties below.

RECITALS

WHEREAS, the Primary Election ("Election") is to be held statewide on June 4th, 2024; and

WHEREAS, the Agency, as required under the New Mexico Election Code, is responsible to pay eligible of the Election, including reasonable costs incurred by each County Clerk; (§1-11-19 Costs of Elections; Election Fund); and

WHEREAS, the Agency has been appropriated funds from the New Mexico State Legislature to pay for the cost of conducting and/or administering a Statewide Election; and

WHEREAS, it is in the interest of both Parties for the Office to sub-grant appropriated funds to each County prior to a given Election with the intent of such funds to cover the costs of running an Election.

AGREEMENT

THEREFORE, the Parties agree that this MOU is entered expressly and solely for the purpose of providing state-appropriated funds to Colfax County to cover the costs of conducting and administering the Primary Election.

1. RESPONSIBILITIES

The Office shall:

- A. Issue to Colfax County a warrant drawn through the New Mexico Department of Finance and Administration (DFA) at least ninety (90) days prior to Election Day in the amount of thirty thousand (\$30,000.00) for projected costs that the Parties agree will be incurred in the administration of the Primary Election.

The County shall:

- A. Finalize and sign this MOU at least sixty (60) days prior to Election Day.
- B. Use the appropriated funds in accordance with the New Mexico Election Code and in compliance with the reimbursable expenses outlined in Appendix A of this Agreement.
- C. Provide to the Office, no later than forty-five (45) days following Election Day, a full accounting of expenses incurred during the Election and provide to the Office all invoices, receipts, and copies of warrants paid by the county during the cycle.

- D. Return any unused funds to the Office upon completion of election-related activity no later than forty-five (45) days following Election Day.

2. ADDITIONAL REIMBURSEMENTS

If Election costs incurred to a County exceed the initial amount provided through this MOU, the County may request reimbursement no later than forty-five (45) days after Election Day using a prescribed form provided by the Office with a description detailing the additional costs and their relevance to the Election. Additional costs are not guaranteed to be reimbursed but shall be reimbursed by the Office if such costs are deemed to be eligible expenses and if funds are available.

3. INELIGIBLE EXPENSES

The Office shall not reimburse ineligible expenses under any circumstance. The Office shall conduct an internal review of all expenditures under this MOU and utilize historical expenditure data to verify year-over-year trends to determine eligibility of expenses and their applicability to the items Appendix A.

All work is expected to be complete on or before Election Day; in no case shall work extend beyond Election Day with the exception of a potential recount. If any funds remain after the completion of the Election, such funds must be returned to the Office forty-five (45) days following Election Day.

4. TERM

This Agreement shall become effective upon the final signature affixed to this Agreement and shall remain in effect until its expiration forty-five (45) days following Election Day, unless terminated pursuant to Article 7.

5. RESPONSIBILITIES

- A. **Records.** The County shall maintain all fiscal records detailing expenditures under this MOU and follow Generally Accepted Accounting Principles (GAAP), and account for all receipts and disbursements of funds transferred to the County pursuant to this MOU.
- B. **MOU Execution.** Should a MOU between the Parties fail to be finalized sixty (60) days prior to Election Day, the County shall only be reimbursed for eligible expenses as outlined in 1.10.36 NMAC and will only be reimbursed upon finalization of an executed MOU.
- C. **Reporting.** Each County shall file a report of expenditures with the Office no later than forty-five (45) days after Election Day for accounting. The report shall include a completed expenditure form provided by the Office with a description detailing the costs and their relevance to the Election. Counties shall return any unused funds via physical check made out to the Office of the Secretary of State no later than forty-five (45) days after Election Day. If a County does not file expenditure reports by the deadline established in Section A of 1.10.36.10 NMAC, the County shall not be reimbursed for additional requests until the expenditure report is filed and funds become available for reimbursement.

6. LIABILITY

Each Party shall be solely responsible for liabilities due to its own violation or alleged violation of requirements applicable to the performance of the MOU. Neither Party shall be responsible for the other Party's acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, as amended.

7. TERMINATION

Either Party may terminate this Agreement for cause or convenience by giving notice in writing to the other Party within thirty (30) days of intended termination.

8. AMENDMENT

This MOU shall not be altered, changed, or amended except by a written instrument duly executed by both Parties. Any amendments shall be made in writing and shall be agreed to and executed by the respective signatories before becoming effective.

9. CONTACTS

The parties will send written notice when needed to the following individuals:

To the Office:

Justin P. O'Shea
Chief Financial Officer
New Mexico Office of the Secretary of State
325 Don Gaspar Ave, Suite 300
Santa Fe, NM 87501
justin.oshea@sos.nm.gov
505.827.3615

To the County:

Rayetta M. Trujillo
Colfax County Clerk
Colfax County
PO Box 159
Raton, NM 87740
rtrujillo@co.colfax.nm.us
575.445.5551

10. MISCELLANEOUS PROVISIONS

- A. **Compliance with Laws.** The laws of the State of New Mexico will govern this MOU. The Parties shall comply with all federal and State laws, regulations, and rules applicable to the performance of this MOU and the duties hereunder.
- B. **Subsequent Terms.** This MOU supersedes and replaces all previous oral or written agreements between the Parties relating to the subject matter hereof. Furthermore, this MOU contains the entire agreement and understanding between the Parties relating to the subject matter.
- C. **Appropriations.** The terms of this MOU are contingent upon sufficient appropriations and authorizations made by the Legislature of New Mexico.
- D. **Property.** The parties understand and agree that property, if any, acquired as a result of this Agreement shall be the property of the County.

In witness whereof, this Agreement is duly executed upon the date of the last signature affixed and dated:

Maggie Toulouse Oliver, Secretary of State
Office of the Secretary of State

Date

Peter Auh, General Counsel
Office of the Secretary of State

Date

Rayetta M. Trujillo, County Clerk or Designee
County of Colfax

Date

Si Trujillo, Chairman
County of Colfax

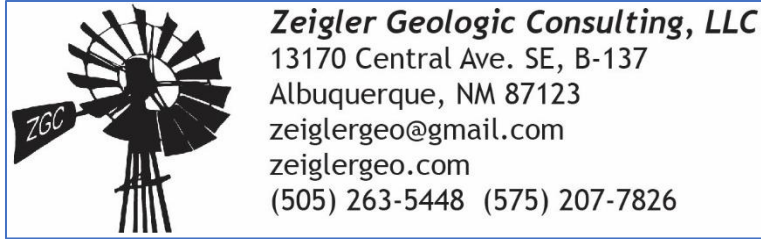
Date

APPENDIX A

DESCRIPTION	STATUTORY REQUIREMENT	RELEVANT STATUTE(S)	REASONABLY INCLUDES:
Poll Workers (Election Boards: Absentee, Early and Election Day)	Each election board shall consist of a minimum of three judges (required): one presiding judge and two election judges. Election clerks can also be appointed to assist the presiding judge and election judges.	1-2-12 & 1-9-5(C), 1-2- 4.1-2-5.1-2- 16.1-2-17 NMSA 1978	For all polling locations, no fewer than three judges are required to administer the election. In the case of Voter Convenience Centers (VCCs), a minimum of two ballot-on-demand stations are required per site; counties will need to plan accordingly to ensure adequate staffing to operate these systems.
Registration Officers (Same Day Registration)	During a statewide the county clerk's office or alternate voting location if the clerk has assigned an authorized deputy to serve as a registration officer at the alternate voting location.	1-4-5.7 (D), NMSA 1978	The cost of one authorized registration officer, per polling location (that is offering SDR), per day.
Interpreters	In those polling places designated by the secretary of state as being subject to the provisions of the 1975 amendments to the federal Voting Rights Act of 1965, oral assistance shall be made available to assist language minority voters who cannot read sufficiently well to exercise the elective franchise. As used in the Election Code, "language minority" means a person who is an American Indian or of Spanish heritage and "inability to read well enough to exercise the elective franchise" means inability to read the languages in which the ballot is printed or the inability to understand instructions for operating the voting machine.	1-2-19, NMSA 1978	Assisting voters who speak a language that is unwritten; precincts identified as "Native American Precincts" through the Native American Election Information Program.
Messengers	The county clerk may appoint messengers to deliver ballot boxes, poll books, keys, election supplies and other materials pertaining to the election. Messengers may also be authorized to collect absentee ballots and removable media storage devices from polling places designated by the county clerk, and deliver them to locations.	1-2-20, NMSA 1978	Individuals appointed by the clerk to serve as messengers, who comply with the requirements outlined in 1-2-20.
Election Publications	Election board standby list: Not less than twenty-one days prior to the date for appointing members of election boards, the county clerk shall publish a notice once in a newspaper of general circulation to the effect that election boards are to be appointed for the specified number of precincts, stating the number of persons composing each board and that applications for the standby list will be accepted at the county clerk's office. Notice of election: The notice of election shall be published at least once, not more than twenty-one nor less than seven days before election day. The notice of election shall be published in a legal newspaper as provided in Section 14-11-2, NMSA 1978. If no legal newspaper is published in the	1-2-9 & 1-11-3(A), NMSA 1978	Publication of the election board standby list and notice of election.

	<p>county, the notice of election shall be published in a legal newspaper of general circulation in the county. The notice of election shall be printed in English and Spanish. The notice of election shall be broadcast on a radio station in the appropriate Native American languages in those counties affected by the federal Voting Rights Act of 1965, as amended.</p>		
Polling Place Signage & Building Requirements	<p>The location of each polling place within a building shall be clearly designated by appropriate signs, displayed prominently and clearly. Signs for each polling place shall be clearly displayed outside the building where polling takes place.</p>	1-3-18(A), 1-22-19, NMSA 1978	Appropriate signage and materials used to clearly and prominently display where polling is taking place.
Postage	<p>The Secretary of State shall deposit sufficient funds in the business reply mail account for each county clerk to ensure delivery of all mailed ballot applications and returned mailed ballots.</p> <p>The clerk shall determine the most reasonable expedited means of delivery for a ballot and balloting materials for a federal qualified elector who does not request secured electronic transmission.</p>	1-6-8(A)(2); 1-6B-5(E)(2); 1-6B-7(D); & 1-6C-6C NMSA 1978	Postage for absentee ballots (outbound) and returned mail ballots (inbound).
Tabulator Delivery	<p>The county clerk shall be responsible for transporting all voting systems to and from polling places. A reasonable fee may be charged by the county for the transportation and programming of the voting systems when used pursuant to Section 196, NMSA 1978, but in no case shall such fee exceed the actual cost to the county. Voting machines shall be delivered to the assigned precinct polling place at least three days before the polls are required to be opened. The election supplies and the keys of voting machines shall be delivered to the presiding judge at least one hour before the polls are required to be opened.</p>	1-9-12(A)(E) & 1-11-11(A), NMSA 1978	Transport of voting systems to and from polling locations.
Office Supplies (for the Election)	Supplies needed for the administration of the election.	1-11-19(A)(2), NMSA 1978	Consumable office supplies required to conduct the election and post-election canvass including paper, ballot marking pens, pencils, paperclips, staples, canvas bags for ballot boxes, etc.
"Other"	N/A	N/A	Temporary election support staff <i>and/or</i> overtime (OT) for county employees, provided the OT is incurred during the conduct and administration of the Election.

Table 1: Schedule of Cost Eligibility



Colfax County Groundwater Monitoring Project

March 2024 Progress Report

As of February 2024, the following tasks have been accomplished:

- Static water level information has been gathered from 55 wells with measurements taken in July and December each year.
- 14 samples have been collected for general chemistry, trace metals, and tritium analyses. Some samples are still being processed at the respective labs.
- Two quadrangles on Johnson Mesa have been mapped and one is in progress
 - o One map is digitized and is in review
- Two quadrangles near Maxwell have been mapped
 - o Both are still in the digitizing phase
- The small range conservation project east of Maxwell has been implemented
 - o We will plan a small workshop in the coming year once the project has had some time to evolve

Tasks to be completed:

- Continued mapping on Johnson Mesa, and completion of digitizing of maps
- Collection of additional water samples and addition of wells to the network
 - o Philmont Scout Ranch
 - o Ute Park
 - o Abbott
- Planning of appropriate community meetings and/or workshops
- Preparation of reporting for Colfax County and the Office of the State Engineer

Respectfully submitted,

A handwritten signature in blue ink that reads 'Kate Zeigler'.

Kate Zeigler, Ph.D., CPG



Nelisa Heddin

301 Palos Verdes, Lakeway, TX 78734
512.589.1028
owner@aspenspringsangelfire.com

February 22, 2024

Colfax County Commissioners
Colfax County
PO Box 1498
Raton, NM 87740

To Whom It May Concern:

I am writing to request consideration for appointment to the Colfax County Lodger's Tax Advisory Board.

My husband and I are owners of Aspen Springs Angel Fire (formerly The Retreat at Angel Fire). Our property consists of 10 cabins nestled on 12 wooded acres. We are located south of Monte Verde Lake, just outside of the incorporated boundaries of Angel Fire. Aspen Springs holds a business license with Colfax County and pays lodger's tax to Colfax County. We have two full-time employees, plus 3 part time employees. We estimate that we contributed approximately 8.5% of Colfax County's total Lodger Tax revenues in 2022.

In addition to Aspen Springs, we also own two other properties that are located within the incorporated boundaries of Angel Fire which operate as vacation rentals. We have continuously operated lodging facilities in Angel Fire and Colfax County for the past five years with great success.

I have a Master of Business Administration with a concentration in Finance. In addition to owning and operating our properties in New Mexico, I am a consultant specializing in financial issues for water and wastewater utilities. I have over 24 years experience in working with local governments on financial matters.

My experience in tourism in Angel Fire and Colfax County combined with my financial background would make me an ideal candidate for appointment to the Colfax County Lodger's Tax Advisory Board.

Should you have any additional questions or require more information, please do not hesitate to contact me at the number and email above.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in blue ink, appearing to be 'Nelisa Heddin', with a stylized, flowing script.

Nelisa Heddin

Tina Colangelo

From: Juan Deia Roca <juan@graveladventurefieldguide.com>
Sent: Thursday, February 22, 2024 8:42 AM
To: Ann Theis; Desire'e Trujillo; Stephen Beneski; Tina Colangelo; Tourism Director
Subject: Colfax County Gravel Adventure Field Guide Update

Good morning everyone,

Excited to share that the City of Raton Lodgers Tax board met yesterday and voted in favor of committing \$21,500 to the production of Gravel Adventure Field Guide for Raton-Colfax County.

I've now presented to all three parties (City of Raton, Colfax County, and Angel Fire) who would contribute a third to funding this project. With the City of Raton's decision, we need to know if this gets the support from the other groups.

We will move forward once Colfax County Lodgers Tax and Angel Fire Tourism have decided to commit.

Our calendar is starting to fill, but once a deposit payment is made, this guidebook will be put into our schedule. Reminder, it takes approximately 4 months to complete the project.

Please let me know if you have any questions or concerns. We're excited to see this effort move one step forward. This guidebook will be great benefit to Colfax County communities and economies.

Best,

Juan

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.

Benefits to local businesses: Promotes Raton/Colfax County/NE NM as a gravel cycling destination, and generates significant impact through downtown spending. Generating revenue for local restaurants, hotels and shops.

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

Gravel grinding groups work together to find destinations to create "race" events and promotion of these areas nationwide.

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)

Juan DeLaRoca
Printed Name

Signature

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
City of Raton Lodging Tax	Guide / Short Film Production		\$21,500
Colfax County Lodging Tax	Guide / Short Film Production		\$21,500
Angel Fire Lodging Tax	Guide / Short Film Production		\$21,500
Total Projected Cost of Marketing:			\$64,500



RATON / COLFAX COUNTY / NORTHEASTERN NEW MEXICO

graveladventurefieldguide.com

DELIVERABLES:

All the content we create is handed back to you for open use on your city and collaborating non-profit websites to help build your *Things to Do / Gravel Cycling* profile to engage this growing audience in outdoor tourism.

Route Collaboration / Digital Way-finding / GPS & GPX links and files

Book Design and Illustrations:

Cover & Back Cover, Map intro Art, The 11 maps with icons and way-finding, book layout and design

Print and Web Content:

5 to 7 Short Stories plus a longer Feature, Route Descriptions & Local Business Listing Section

PR: Writing and delivering the Media Release to the top cycling networks:

Radavist (reach 217,000) / VeloNews (reach 91,100) / Bikepacking (reach 265,000)

Short Film: We produce a short film to capture everyone's attention and highlight your gravel roads:

Video will be ready for AD Buys, and include sound design and broadcast ready color.

Includes the Script & Storyboard / Talent & Per Diem / Film & Post: 2 minute film with a 30 second social media teasers

Content on our website: Short Film, Stories, Photo Gallery, Maps and GPS links

With supporting posts to our Instagram account

Includes Printing: 9,000 to 14,000 books: 68 pages, full color, 4" X 5.375" pocket sized field guide. About \$1 each.

If you choose to print more books, or re-print at a later date we ask for +20% on the print invoice.

Distribution: Custom distribution plan to reach your audience in surrounding states.

We deliver to a select list of partnering bike shops and cafes to get your field guide into the right hands.

Budget includes 4 days drive time distribution plan w/hotel and day rate.

Budget Goal: \$55,000 to \$65,000 See next page for details.

From State Grants, Local Tourism Budget, Cycling industry Ads.

Production Schedule TBD: See next page for details.



Colfax County
New Mexico

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

Lodger's Tax Request Form

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

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

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

Name: Gravel Adventure Field Guide Address: _____

City: _____ State: _____ Zip Code: _____

Date of event: Gravel Cycling Guidebook

Amount Requested: \$21,500.00

Non-Promotional Funding: _____

Promotional Funding: \$21,500.00

Administrative Cost: \$0.00

<u>BUSINESS NAME & ADDRESS</u>	<u>AMOUNT REQUESTED</u>	<u>RECOMMENDED FOR APPROVAL BY:</u>
Gravel Adventure Field Guide	\$21,500.00	Colfax County Lodgers Tax Tina Colangelo Lodger's Tax Clerk

APPROVED BY BOARD OF COMMISSIONERS:

Date: _____

Colfax County



LODGERS TAX APPLICATION

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

1. Narrative:

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

World-class attractions, accommodations, places and events characterize Colfax County, NMour special corner of the Earth! However, the majority of the world that travels to or through, (and many residents, also) do not fathom just how much is going on in Colfax County area...so advertising is not only important, it is VITAL.

KRTN is heard in all communities of northeastern NM and SE Colorado, but

Just as important, KRTN is heard by thousands upon thousands of travelers on I-25 and NM Highways 87/64/56 and CO Highways 12/160/350.

KRTN wishes to begin an ad campaign to welcome and inform travelers to our area (and our residents) through professionally-produced spots, urging listeners to explore Colfax County. The ads would highlight our many assets both in general terms and then specifically when special events are on the schedule. One added benefit is this advertising also supplements the organizations advertising budget and in some instances it is the entire advertising budget.

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

The objective of any advertising is to get people to make a decision to use or buy your product. They cannot make a decision if they are unaware of the event or happening.

Social media is the biggest way to get information when living outside the county, but once in Colfax County, most travelers know that when visiting or traveling through an area, you tune in the local radio station and/or ask locals for their recommendations.

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.

KRTN promotes our area as the best place on Earth in the best country on Earth. The "Big Picture" look of the vastness of Colfax County and the wide range of activities and amenities covered can only encourage overnight stays as there are so many different things to do, it is hard to get it all done in one day.

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

KRTN promotes our area as the best place on Earth in the best country on Earth. The "Big Picture" look of the vastness of Colfax County and the wide range of activities and amenities covered can only encourage overnight stays as there are so many different things to do, it is hard to get it all done in one day.

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)

Proposal attached

William M Donati
Printed Name

Will M Donati
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)	Enchanted Air, Inc
Facility, Attraction, or Event Name	N/A
Event Date(s)	Various
Facility, Attraction, or Event Organizer Name & Title within Organization	N/A
Phone Number of Organizer	575 - 447 - 2207
Email of Organizer	krt@bacavalley.com
Facility, Attraction, or Event Location(s)	Colfax County

Expected 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 expected to be contracted

Name of Business/Organization	Amount Awarded	Date Funding Awarded

Pre-Facility, Attraction, or Event Form 2

BUDGET REPORT

ADVERTISING/MARKETING/PROMOTIONAL PLAN AND BUDGET

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

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

Advertising/Promotion Company/Provider	Type of Ad/Promotion	Date of Ad Publication or Item Purchased	Cost
Example: KRTN Radio Station	Satellite Internet/Radio Advertisement	April 15-22, 2021	\$45.00
Example: The World Journal Newspaper	Newspaper Advertisement Promotion	April 10-24	\$60.00
KRTN Package	Radio Ads	3/1 to 12/31/24	\$11,905.17
Total Projected Cost of Marketing:			\$11,905.17



KRTN proposes for the remaining 10 months of 2024, a total of 1571 FM ads (:60 sec.) @ \$7 each for a total of \$10,997.

This would be an average of 157 spots per month for the remaining 10 months in 2024 or 39 per week. This schedule is flexible as more emphasis would be put on big events.

KRTN would also bonus 785 ads on AM 1490, our Classic Country Station for a total of 2,356 ads.

TOTAL KRTN ADVERTISING PACKAGE

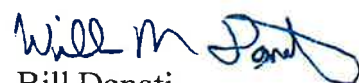
1,571 (:60) SPOTS on KRTN FM @ \$7 EACH	= \$10,997
785 Bonus spots on KRTN AM @ No Charge	= 0
<hr/>	
2,356 Total spots	

Plus, KRTN Facebook and website: www.krtnradio.com are visited by thousands of travelers and would-be travelers and we will post all Colfax County happenings plus interviews will be available for social media access and download.

Total cost \$10,997 plus \$908.17 tax = \$11,905.17

Amount would be billed monthly March thru December 2024 @ \$1,190.52 per month

Thank you for your consideration,



Bill Donati
KRTN

Colfax County



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

ELIGIBILITY

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

SUBMISSION REQUIREMENTS

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

For Lodger's Tax Advisory Board Use Only

PRIORITY #	# 10
AMOUNT TO BE RECOMMENDED TO COUNTY COMMISSION	\$ 11,905. ¹²

Title/Position

Tina Colangelo

Lodgers Tax Clerk

A handwritten signature in dark ink, appearing to be "Tina Colangelo", written over a horizontal line.

3/4/2024



Colfax County
New Mexico

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

Lodger's Tax Request Form

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

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

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

Name: KRTN Enchanted Air Inc. Address: PO Box 638

City: Raton State: NM Zip Code: 87740

Date of event: March 2024- December 31, 2024

Amount Requested: \$11,905.17

Non-Promotional Funding: _____

Promotional Funding: \$11,905.17

Administrative Cost: \$0.00

<u>BUSINESS NAME & ADDRESS</u>	<u>AMOUNT REQUESTED</u>	<u>RECOMMENDED FOR APPROVAL BY:</u>
KRTN/Enchanted Air Inc. PO Box 638 Raton NM 87740	\$11,905.17	Colfax County Lodgers Tax Tina Colangelo Lodger's Tax Clerk

APPROVED BY BOARD OF COMMISSIONERS:

Date: _____

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

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 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 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, past 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 the 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 the 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. Subject to conditions herein in this Agreement 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. Transfers. A detainee transferred from a different detention facility or medical facility having received a medical clearance therefrom shall not be required to obtain a clearance from VMDC prior to incarceration.

e. 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

Monte Gore, County Manager
Name (Alternate)

Name (Alternate)

575-445-9661

Telephone Number

Telephone Number

575-707-0290

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.

c. When an inmate is released from VMDC, VMDC will not be required to transport the inmate to The County of Roosevelt but will forward documentation on said release to the County of Roosevelt Sheriff's Office for their record.

5. Compensation. The Contractor shall pay the County \$ 99.75, 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 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

Si Trujillo, Chairman

Date

Mary Lou Kern, Vice Chairman

Date

Brett Weir, Member

Date

ATTEST:

Rayetta M. Trujillo (Colfax County Clerk)

Roosevelt County, New Mexico

Contractor

Date

ATTEST:

Clerk

**AGREEMENT FOR DETAINEE CONFINEMENT
BETWEEN THE COUNTY OF ROOSEVELT
AND Colfax County**

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

RECITALS

WHEREAS, the contractor, is in need of a facility for the incarceration, care, and maintenance of persons charged with or arrested for violation in the Contractor's county, or 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 Roosevelt County Adult Detention Center (RCDC) 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 Roosevelt County Detention Center (RCDC), upon the conditions and terms set forth below. The Contractor agrees that any such person so housed in the RCDC 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 RCDC meet the minimum criteria established by these statutes and Law and agrees to compensate the County for the housing as set forth in the next paragraph.
2. **COMPENSATION.**
The contractor shall pay the County one hundred twenty-five dollars (\$125.00), per full or partial calendar day for each Contractor detainee confined at RCDC. RCDC has the option to review and increase this Contract upon the anniversary date in an amount equal to five percent (5%) of the then current rate.
3. **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, RCDC will adhere to the Prison Rape Elimination Act (PREA) in reference to reporting all allegations of sexual misconduct up to and including sexual violence within the facility.
4. **INVOICES.** The County shall bill the contractor for all detainees housed at RCDC on a monthly basis and shall provide the Contractor a statement containing the names of the Contractor's detainees and their booking number, dates of incarceration, so the total number

of days billed and the total Contactor detainee costs for the month. The Contractor shall pay the bill within thirty (30) days of receipt. If a bill is not paid within forty-five (45) days of the billing date, a late payment charge of 1.5% of the original bill shall accrue monthly and be owed to the County, which shall also be entitled to recover its attorney fees incurred in enforcing payment of any invoice.

5. **DETAINEE APPROVAL.** The RCDC Administrator shall have the right to refuse the housing of any Contractor detainee in the RCDC. RCDC will not accept any detainee:
 - a. Awaiting transport to New Mexico Department of Corrections (NMDOC);
 - b. with a current federal or out of state detainer;RCDC will review all documentation and return in written format to Contractor indicating any detainee(s) RCDC will accept or refuse.
6. **Detainee Information:** When submitting any detainee to Roosevelt County pursuant to this agreement, Contractor will provide RCDC a 24 hour notice of its intent to deliver any detainee(s) with all documentation necessary for booking to including the following:
 - A. Arrest warrant and supporting affidavit;
 - B. Arrest report;
 - C. Judgment and Sentence (J&S);
 - D. Release Order;
 - E. Age;
 - F. Criminal Complaint or other Charging Documentation;
 - G. All Medical Records, if any; and Mental Health
 - H. Any prior and current institutional history (i.e. disciplinary reports or behavior problems)
7. **TRANSPORTATION.** The Contractor shall be responsible for all transportation costs for its detainees to and from RCDC. In the event medical treatment is required outside of the RCDC, the County shall transport persons for such treatment. In such event, the Contractor shall pay the costs of the secure transportation as set forth in Paragraph 9, Medical Care, Section C.
8. **DETAINEE POSSESSIONS.** The County will store and safe keep all detainee personal property which is removed from the contractor's detainees upon arrival at RCDC. The County is not responsible for items determined to be contraband or not listed during the time of booking. Any contraband found shall subject the detainee to a criminal investigation by the Roosevelt County Sheriff's Office; however, in the event new charges result, the Contractor shall still be required to pay for housing so long as charges remain pending in the Contractor's County.
9. **MEDICAL CARE.**
 - a. **Routine on Site Care.** The County shall provide routine on site medical care and routine mental health care for contractor's detainees while they are detained at RCDC.
 - b. **Prescription Pharmaceuticals.** The Contractor is responsible for and shall reimburse the County for any pharmaceutical costs for its detainees.
 - c. **Off Site Care.** The contractor is responsible for all costs of offsite medical, and mental health care of its detainees. Upon request by the contractor, the County may provide transportation and security to and from the offsite facility. The County shall bill the contractor at the rate of \$20.00 per officer, per hour, and \$.55 per mile to and from the

appointment. The contractor shall be responsible for providing security for the detainee(s) for any period of medical confinement that exceeds twenty-four (24) hours.

10. **TERM.** This agreement shall become effective when signed by both parties. The initial term of the agreement is one year. Unless either party provides sixty 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.
11. **TERMINATION.** This agreement may be terminated by either party upon sixty (60) days written notice to the party, however, a termination shall not be effective until such time as all of the Contractor's detainees have been removed from the RCDC. 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 60-day written notice period or be subject to a charge of (\$255.00) per day beginning on the 61st day.** Upon termination of this agreement, the County is under no obligation to accept the Contractor's detainees.
12. **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.
13. **INSURANCE.** The County maintains public liability insurance for its operation of the RCDC. The Contractor shall maintain at all times a policy of public liability insurance (or approved program of self-insurance) for its activities under this Agreement.
14. **LIABILITY.** Each party shall be solely responsible for fiscal or other sanctions occasioned as a result 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.
15. **WORKER'S COMPENSATION.** The county shall comply with state laws and rules applicable to worker's compensation benefits for its employees.
16. **SUBCONTRACTING.** The County may subcontract the services to be performed under this agreement. If a person housed at the RCDC is transferred to another facility pursuant to a subcontract, the Contractor shall be notified within twenty-four (24) hours of the transfer.
17. **RECORDS AND AUDIT.**
 - a. **County Information.** 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. **Contractor Information.** The contractor shall provide as requested all court and/or arrest documents necessary to justify the Contractor's detainee incarceration and shall furnish any and all criminal histories of Contractor detainees in custody at RCDC.

18. **AMENDMENTS.** This agreement shall not be altered, changed, or amended except by an instrument, in writing, executed and approved by both parties.
19. **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.
20. **APPLICABLE LAW.** This agreement shall be governed by the laws of the State of New Mexico.
21. **REPRESENTATION AND WARRANTIES.** The County hereby represents that it is in compliance with the Americans with Disabilities Act.
22. **NON-DISCRIMINATION.** The County is an Equal Opportunity Employer.
23. **ACCESS BY CONTRACTOR.** The contractor, through permission of the Detention Administrator of RCDC, May inspect the conditions under which its detainees are detained at the RCDC. Access to RCDC shall be coordinated through the Detention Administrator or their designee.
24. **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.

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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.

Roosevelt County

Amber Hamilton, County Manager

Date

Contractor

Authorized Signatory

Date

Printed Title

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 115.51(b) ~~54~~ 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. ~~NMSA-1978 30-9-11E(2)~~ National Commission on Correctional Health Care (NCCHC) Standards and NMSA 1978 § 30-9-11E(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 ~~inmates~~ 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~~ inmate detainee reporting; and;

Provide the telephone number of Vigil Maldonado Detention Center at 575-445-3691 and the PREA Coordinator cell phone at ~~1-575-707-0163-1~~ 505-617-2937.

Section six-

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

Section seven-Release:

The Parties agree not to ~~p~~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 ~~internal 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 ~~CONNECTIUONB-CONNECTION~~ WITH THIS MOU OR ANY AMENDMENT, INSTRUMERNT, DOCUMERNT, OR AGREEMENT DELIVERED IN CONNECTION WITH OR RELAED OT THIS MOU AND AGREE THAT ANY SUCH A~~CTION~~ACION 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.

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 MOA 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 ____, 2024.

BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO

By _____
Si Trujillo, Chairman

Mary Lou Kern, Vice Chair

Bret Wier, Member



Colfax County
Board of Commissioners

P.O. Box 1498 • Raton, New Mexico 87740
Ph. (575) 445-3661 • Fax. (575) 445-2902
www.co.colfax.nm.us



Resolution #2024-014

A Resolution to the Amendment to Resolution #2024-06

Fee Schedule for Colfax County

WHEREAS the Colfax County Board of Commissioners desire to establish the fee schedule for County charges; and

THEREFORE, the Colfax County Board of Commissioner sets the following fee schedule:

Colfax County Fee Schedule

(1) Copy	\$1.00/page
(2) Fax (local)	\$1.00
(3) Fax (long distance)	\$2.00
(4) Returned Check	\$35.00

Colfax County Property Rental Fees

(1) Colfax County Event Center up to 200 people	\$300/daily
(2) Colfax County Event Center over 200 people	\$400/daily
(3) Colfax County Event Center up to 100 people-6 hr. day use	\$150/daily
(4) Raton Airfield	\$200/daily
(5) Raton Airport Hanger	\$300/daily
(6) Colfax County Airport @ Angel Fire Airfield	\$300/daily
(7) Colfax County Airport @ Angel Fire Hanger	\$400/daily

***** All agreements will require proof of insurance and a cleaning/damage deposit of \$250.00*****

Colfax County Subdivision Fees

(1) Copy of Regulations	\$17.50
(2) Copy of Resolutions	\$1.00/page
(3) Summary Review Subdivision Application	\$200
(4) Subdivision Application Fee	\$600/\$20/lot
Claim of Exemption	\$6300 <u>plus \$20 per lot-\$700</u>
Vacation of Plats-No conveyances	\$400-\$750-\$500 <u>plus \$20 per lot</u>
Vacation of Plats-With 1 or more conveyances	\$500/\$20/lot
Variance	\$500

Road abandonment and vacation \$600

Public Hearing notifications mailings

Invoiced to Applicant

Adjacent owner notification fees (US mailings or certified mailings)

Invoiced to Applicant

Colfax County Assessor Fees

(1) Recording fees first 10 entries/additional 10 entries	\$300
(2) Specific area GIS Report	\$150
(3) Maps- 18x24 prints	\$7.00 Copy \$10.50
(4) Maps- 24x36 prints	\$10.00/Copy \$18.00
(5) Maps- 48x36 prints	\$20.00 copy \$50.00

Colfax County Clerk Fees

(1) Recording fees first 10 entries additional 10 entries	\$25.00 \$25.00
(2) Death Certificate	\$25.00
(3) Marriage License	\$25.00
(4) Regular copy of Marriage License	\$2.00
(5) Certified copy of Marriage License	\$5.00
(6) Plats 11x1	\$1.00
(7) Plats 18x24	\$7.00
(8) plats larger than 18x24	\$10.00
(9) Burned CD	\$15 +.05 image

Colfax County Manager's Office

(1) Encroachment Permit	\$100/\$500 Bond
(2) IPRA Request	\$1.00/page
(3) IPRA Request	\$25.00/CD
(4) Solid Waste/Residential	\$210/year
(5) Solid Waste/Commercial	\$70/month
(6) Assignment of E-911 Address	\$25.00
(7) E-911 Address Verification	\$10.00
(8) County GIS Report	\$300.00
(9) Specific Area GIS Report	\$150.00
(10) Wind Permit Review	\$500.00
(11) Wind Permit	\$3,000.00

Colfax County Sheriff's Office

- | | |
|--------------------------------------|-----------------|
| (1) Document Service | \$42.00 |
| (2) Sheriff Security (2 hr. minimum) | \$50/deputy/hr. |

Colfax County Airport @ Angel Fire

- | | |
|--------------------------------------|-----------------------------------|
| (1) Ramp Fees-Single/Sm Twin | \$10/day \$60/wk. \$120/mo. |
| (2) Ramp Fees-Medium Twin | \$15/day \$90/wk. \$180/mo. |
| (3) Ramp Fees-Large Twin | \$20/day \$120/wk. \$240/mo. |
| (4) Ramp Fee-Small Jet | \$50/day \$300/wk. \$600/mo. |
| (5) Ramp Fee-Medium Jet | \$75/day \$400/wk. \$1200/mo. |
| (6) Ramp Fee-Large Jet | \$100/day \$500/wk. \$1500/mo. |
| (7) Helicopters | \$50/day \$300/wk. \$600/mo. |
| (8) Hanger Fee-Single Engine | \$50/daily \$150/wk. \$350/mo. |
| (9) Hanger Fee-Small Twin | \$75/daily \$225/wk. \$700/mo. |
| (10) Hanger Fee-Medium Twin | \$125/daily \$375/wk. \$1100/mo. |
| (11) Hanger Fee-Large Twin | \$150/daily \$450/wk. \$1250/mo. |
| (12) Hanger Fee-Small Jet | \$300/daily \$1200/wk. \$3500/mo. |
| (13) Helicopter | \$200/daily \$1000/wk. \$3500/mo. |
| (14) Landing Fess/Charter | \$125.00 |
| (15) After Hours Fees | \$100/hour |
| (16) GPU | \$7,500 |
| (17) Parking Fees-Inside Auto | \$130/mo. \$1300/annual |
| (18) Parking Fees-Outside Auto | \$50/mo. \$500/annual |
| (19) Parking Fees-Combo single/twin | \$500/annual & tie down |
| (20) Parking Fees- Combo medium twin | \$500/annual & tie down |
| (21) Parking Fees-Combo twin & turbo | \$750/annual & tie down |
| (22) Parking Fees-Combo small jet | \$1500/annual & tie down |
| (23) Credit Card Fee | 3% of all charges |

Angel Fire Airport – KAXX Hangar lease ground rental fees at the annual \$ rate of .3604999998 cents per square foot of land, with a minimum charge of \$901.25 annually (based on a minimum square footage of 2500 square –feet) OR

Hangar rental for the above-described Hangar shall be at the current annual rate of \$2.40 (two dollars and forty cents) per square foot of Hangar space based on the interior dimensions of the Hangar's square feet, with a minimum charge of \$3,000.00 annually (based on a minimum square footage of 1250 square feet)

These fees shall be subject to conditions as set forth under the Commission approved HANGAR/HANGAR GROUND LEASE AGREEMENT approved on February 27, 2024.

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Approved in open meeting this 27th day of February 2024.

COLFAX COUNTY BOARD OF COMMISSIONERS

CHAIRMAN, Si Trujillo

VICE-CHAIR Mary Lou Kern

MEMBER, Bret Wier

ATTEST:

Rayetta M. Trujillo, CLERK OF THE BOARD

REVISED:
Document Management System Proposal
for Colfax County

Includes:
AppEnhancer – 20 CC Users
Public Portal (read-only) – 10 CC Users
Cloud-Hosting on Terralogic-GCP
Training & Annual Maintenance

Prepared by:
Peter Freimanis
Regional Sales Manager
January 26, 2024

Company Overview - Corporate Experience

Since 1995, PDS, now known as Terralogic Document Systems, (TDS) has provided records management, electronic imaging, Automated Forms and custom software solutions to government, education, business, financial and healthcare organizations throughout the West Texas and New Mexico.

We have encountered and solved a wide variety of document management challenges. Our solutions are customer focused and specifically designed to meet the varying needs of a diverse client base.

As a full-service document and records management provider TDS develops and supports solutions in five areas:

1. Document Imaging and Records Management
2. Canon Scanners and capture systems
3. Electronic / Automated Forms
4. Custom Software Applications integrated with Electronic Imaging
5. Document / Data Conversion including Paper to digital format

We believe this strategy will best serve our clients over the long term as we are positioned to recommend the most cost effective solution based on the customers document/record characteristics (i.e.. volume, retention, retrieval rates etc.).

As members of the Association of Information and Image Management (AIIM) and the Association of Records managers and Administrators (ARMA) TDS actively participates in the organizations informational marketing program and is therefore abreast with changes, modifications and new technologies within this fast paced environment.

In addition, TDS has two (2) CERTIFIED DOCUMENT IMAGING ARCHITECTS (CDIA) on staff that are responsible for industry standards and proper design and implementation of imaging systems. CDIA is an industry accreditation program designed and implemented by the Computing Technology Industry Association in conjunction with several large imaging software and hardware vendors.

Components of the Solution - Software Configuration

OpenText AppEnhancer (formerly ApplicationXtender)

AppEnhancer is a unique product that addresses the full range of paper intensive business and office applications. It is an open MS Windows solution using industry standard protocols and an ORACLE or MS SQL database to integrate imaging with a standard PC system. AppEnhancer encompasses the following functions and characteristics:

1. A universal document manager for imaging documents, word processing files, spread sheets and color pictures. With AppEnhancer you can create, scan, index, delete, search, edit, route and print document images.
2. AppEnhancer includes database query tools designed to aid the user in the efficient retrieval of stored documents. Also allows cross- application queries.
3. AppEnhancer includes an easy to use "Application Generator" which allows for the creation of an unlimited amount of user defined databases or projects.
4. View and zoom hundreds of documents in rapid succession. The viewer module includes annotation for "post-it" type notes or graphics and dynamic, pop-up and variable zoom.
5. A batch scanning system that accommodates scanners in the low, mid and high ranges.

Web Extender – Public Access License (PAL)

Web Extender PAL is a limited functionality "thin" client that allows you to view Application Extender documents over a corporate intranet or the Internet. With WX PAL you can search for and display documents in any AX application. WX PAL clients are designed for search, view, print and export functions only.

1. Although PAL users can search on "Index fields", there is no "text view" or text exporting available to those who have Full Text Server installed. (Full featured clients only).
2. No ability to add new documents or pages to existing documents.

OpenText OCR / Full Text Retrieval

OCR and Full Text processing provides indexing and retrieval of full text documents using keyword, proximity, phrase and Boolean search capabilities. All AppEnhancer and WEBX clients will have access to full text licenses that are purchased.

Following a search, users will have the ability to view either the image or the full text document. In addition the users can copy the full text document to their local PC and make changes as required.

Components of the Solution - Hardware Configuration

WORK STATIONS - **Supplied by County**

SCANNERS – **Purchased by County, to be installed by TDS.**

TDS Comprehensive Implementation

The following section serves to provide the County with an overview of the basic components of successful imaging implementation services from TDS.

The “Scope of Services” outline provides basic process and procedures for the installation of the imaging system. Actual services may vary depending on the final negotiated scope of the project.

Scope of Service - Configuration

1. Advise on and review current computing infrastructure to ensure imaging compatibility and growth capabilities.
2. In conjunction with County user group, review document retrieval characteristics and assist in database index configuration.

Scope of Service - Installation and Set Up – Scan Stations

1. Install AppEnhancer Scan components on all work stations designated to receive a scanner hook-up.
2. Test all parameters of the AppEnhancer scanning system.

Training

System Administrators – One four (4) Hour Session

The TDS Administrator training program is tailored for 2-5 individuals. Within the course of the 4 hours, administrators will be trained in all basic functions of AE / ViewPoint suite. Specific emphasis will be placed on the following areas:

- System Security / Group and user permission/privilege set up.
- User Defined Lists
- Application generation (database set up).
- Configuring the write paths of individual applications.
- Secure Paths
- Client software Installation.
- Database table overviews and functions
- Auto Index and Index / Image imports

Departmental Scan Operators– Two 7 Hour Sessions

The TDS user Scan operator training program is tailored to two (2) sessions of 5 -10 individuals per session. Within the course of the 14 hours, users will be trained in all basic functions of the AE system with specific emphasis in the following areas:

- Creating new documents or records.
- Scanning new documents or records.
- Adding pages to existing records.
- Scanner set up options and configuration.
- Batch Scanning
- Batch Indexing
- Document searches.
- Reading the search “hit list”.
- Viewing scanned documents.
- Creating document annotations.
- E- Mail and options for sending documents or pages.

Note: User training guides and software manuals provided for easy reference

Annual Maintenance and Support

Software

<u>Item</u>	<u>Description</u>
AE Suite	Ensures all software upgrades 800 # technical support Mon. - Fri. 8 am - 5 pm MST

Maintenance Procedures:

1. User to identify problem to the best of their ability.
2. Phone 800-708-8485 and ask for Technical Support - Imaging Systems.
3. Explain to TDS Tech support the problem.
4. TDS tech to log the call and assign an SPR #
5. TDS Tech will either provide technical assistance while client is online or will return call with proposed solution.
6. Should Phone support fail to correct the problem, TDS will dispatch a service technician to the site.

Summary and Guarantees and Warranties

Project Summary

The system agreed upon will be specifically designed to meet the document management needs of Colfax County. The components outlined are high quality, proven performers that provide "big system" benefits such as speed and flexibility, at reasonable costs. Additionally, this system can grow, as your requirements grow, thereby ensuring long term stability and uniformity for your document imaging system.

Guarantees and Warranties

Terralogic Document Systems guarantees that this turnkey imaging system will perform as indicated to the full satisfaction of the Colfax County. Further, we warrant that following the completion of our training program, users and IT personnel will be fully functional in operating and troubleshooting all components of the system.

COST SUMMARY

The following page, list the costs for software and services as described in the Proposal Summary section

As many components are “modular” in nature and some thought to be “optional”, we have included a recommended turnkey system that includes total costs for software, implementation and training. The cost summary for the recommended system is as follows

1. **(20)** concurrent licenses of Cloud-Hosted AppEnhancer
(License quantity can be seamlessly increased or decreased in increments of 5).
2. **(10)** Concurrent licenses of WEB Public Access (view only)
3. OCR Server
4. Full-Text Server (Xplore)
5. **(20)** Concurrent Full Text Users (Xplore)
6. Comprehensive Implementation
7. Training
8. First Year Annual Maintenance and Support

COST SUMMARY NEXT TWO PAGES

COST SUMMARY PART ONE: **Software, Training, Annual Maintenance**

PER: NM CES #2021-20-C113 or GSA #GS-35F-0118F

AppEnhancer 20 User + Full Text + OCR Server + Public Portal(read-only)				
Part Number	Description	Qty	GSA Cost Per Unit	Total Cost
456-108-462	AppEnhancer Server Core Package - 5 CC User Pack *requested inclusive access can be given to the following modules: Retention Manager, Web Services, AE Image Enhancer, Image Capture, OCR Server.	4	\$8,848.00	\$35,392.00
456-102-307	AppEnhancer WEB Public Access (read-only) 5CC User Pack	2	\$2,066.00	\$4,132.00
456-106-022	AppEnhancer XPLORE Full Text - 5CC User Pack	4	\$1,770.00	\$7,080.00
456-106-023	AppEnhancer XPLORE Full Text Server	1	\$4,719.00	\$4,719.00
Subtotal - Software				\$51,323.00

Training				
Part Number	Description	Qty	GSA Cost Per Unit	Total Cost
PDS-EIM-TRAINING	AppEnhancer End User Training (as outlined)	2	\$1,213.41	\$2,426.82
Subtotal - Training				\$2,426.82

Annual Maintenance & Support				
Part Number	Description	Qty	GSA Cost Per Unit	Total Cost
PDS-456-100-465-MA	AppEnhancer Server Core Package - 5 CC User Pack Annual Maintenance	4	\$2,902.51	\$11,610.04
PDS-456-100-465-MA	AppEnhancer WEB Public Access - 25 User - Annual Maintenance	0.4	\$2,827.00	\$1,130.80
456-106-022-MA	AppEnhancer XPLORE Full Text - 5CC User Pack - Annual Maintenance	4	\$474.95	\$1,899.80
456-106-023-MA	AppEnhancer XPLORE Full Text Server - Annual Maintenance	1	\$1,085.14	\$1,085.14
Subtotal - Maintenance & Support				\$15,725.78

SUBTOTAL - SOFTWARE, TRAINING, MAINTENANCE COST - YEAR ONE			\$69,475.60
NM GRT			8.2583%
TOTAL - SOFTWARE, TRAINING, MAINTENANCE COST - YEAR ONE			\$75,213.10
YEAR TWO+ ANNUAL MAINTENANCE & SUPPORT COST			\$15,725.78

COST SUMMARY PART TWO:

AppEnhancer Cloud-Hosting Implementation & Hosting Fee

PER: NM CES #2021-20-C113 or GSA #GS-35F-0118F

AppEnhancer Cloud-Hosting Implementation & Data Upload				
Part Number	Description	Qty	GSA Cost Per Unit	Total Cost
PDS-CI-PS	Professional Services - Google Cloud Platform Server preparation, configuration, Database installation, Data Table creation	16	\$107.50	\$1,720.00
PDS-CI-SW-AXINSTALL	AppEnhancer Installation (Cloud Server) Per Scope of Service	1	\$957.73	\$957.73
PDS-CI-SW-WEBXINSTALL	WEB Access Installation (Cloud Server) Per Scope of Service	1	\$957.73	\$957.73
PDS-CI-PS	Professional Services - Data and Image Upload - per Scope of Service	24	\$107.50	\$2,580.00
PDS-CI-PS	Professional Services - OCR Server & Full Text Server Installation & configuration	4	\$107.50	\$430.00
PDS-CI-PS	Professional Services - Processing of current applications configured for OCR Full Text searching	12	\$107.50	\$1,290.00
Subtotal - Cloud-Hosting Implementation & Data Upload				\$7,935.46

TDS - GCP Hosted Cloud Services Annual Fee				
Part Number	Description	Qty	GSA Cost Per Unit	Total Cost
PDS-HSC-DEDICATED	TDS - GCP Hosted Cloud Services (Annual Fee)	1	\$8,120.00	\$8,120.00
Subtotal - Cloud Hosting (Annual Fee)				\$8,120.00

SUBTOTAL PROJECT COST - YEAR ONE			\$16,055.46
NM GRT			8.2583%
TOTAL IMPLEMENTATION, UPLOAD, & HOSTING FEES - YEAR ONE			\$17,381.37
YEAR TWO + ANNUAL CLOUD HOSTING FEE			\$8,120.00



COLFAX COUNTY
DOCUMENT MANAGEMENT SYSTEM PROPOSAL

IN WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first set forth below.

Terralogic Document Systems

COLFAX COUNTY

A handwritten signature in black ink, appearing to read 'Renil Komitla', is written over a horizontal line.

(Signature)

(Signature)

Renil Komitla

(Typed or Printed Name)

(Typed or Printed Name)

CEO

(Title)

(Title)

Date: 01/26/2024

Date:

Address and Support Numbers:

Terralogic Document Systems

1414 Common Drive
El Paso, Texas 79936

Technical Support

800-708-8584

help@terralogic.com

General Inquiries

800-644-7112



Warden
Regina Slade

Vigil Maldonado Detention Center

444 East Hereford ★ Raton, New Mexico 87740
Phone (575) 445-3691 ★ Facsimile (575) 445-3692



Lieutenant(s)
Diane Garcia
Ruben Garcia

Date: 03-04-2024

RE: Change in Policy

I am requesting approval of a policy change. I am asking to change the words Restrictive Housing to Special Management.

This request was brought to me by the mock auditors for accreditation.

Thank you,

Regina Slade

Warden Regina Slade



Supervision of Detainees and Security Checks

1. POLICY:

It is the policy of the Vigil Maldonado Detention Center to establish and maintain a secure institutional environment. Detention officer will observe and supervise detainees in a manner that ensures the safety of the public, provides a safe working climate for employees, and offers humane and safe living conditions for detainees confined therein at all times. Detention officers will not allow a detainee (s) to have control over other detainees. This policy is not intended to cover all situations that may arise. Detention officers are expected to use appropriate, professional judgment at all times.

2. PROCEDURE: DETAINEE SUPERVISION

- A. The Administrator will ensure that detainees are supervised by trained detention officers at all times. The Administrator will ensure that each shift is manned by a sufficient number of staff necessary to supervise all detainees.
- B. Each shift supervisor will ensure that an appropriate number of personnel are present for duty to provide full coverage of designated duty assignments, ensure full surveillance of detainees, and that all functions are performed in an efficient manner.
- C. Detention officers will be assigned next to the detainee housing areas, which will permit an officer to hear and respond promptly to emergency situations or detainee disturbances.
- D. Staff assigned to work directly with detainees in special management will be selected based on experience and suitability for this population.
- E. All detainee movement from one area to another is controlled by staff.

3. PROCEDURE: SAME GENDER SUPERVISION

- A. Each shift is required to consist of male and female officers.

4. PROCEDURE: ENTERING UNITS, SECURITY WALKS, AND ESCORTING DETAINEES

- A. All detainees who leave their unit or single cell shall be handcuffed behind the back and officers shall escort each detainee by the arm or the handcuffs. At no time is a detainee to walk unescorted with an officer present.
- B. Detention officers assigned to supervise ~~particular~~ general population housing units will conduct visual rounds on an irregular basis not to exceed thirty-minute intervals, to ensure the safety and wellbeing of each detainee and the security of the housing unit. Each detainee will be personally observed by a detention officer. Officers will log the completion of the visual rounds on the ~~electronic round's device~~ ~~post-log~~.
 - 1. Single Cell Units: Visual rounds are to be conducted on an irregular basis, not to exceed thirty-minute intervals, by detention officers. These checks will be documented on the ~~electronic rounds device~~ ~~post-log~~.
 - 2. Single Cell Units: ~~Visual rounds are to be conducted on an irregular basis, not to exceed thirty minute intervals, by detention officers.~~ Detainees who are violent

or demonstrate unusual behavior or psychiatric disorder must be assessed by appropriate medical or mental health personnel who will determine the supervision that is needed. When conducting visual rounds, one officer will be allowed to enter security units only when all detainees are secured in their cells, and only with another officer on post. The following are considered single cell units:

1. Lockdown Unit (under disciplinary)
2. Maximum Custody Unit
3. Administrative Segregation or Protective Custody
3. The following will also be required in Single Cell Unit Areas:
 1. Escorts: Officers escorting detainees out of single cell units will be required to have one officer on post while the other enters the unit. Detainees escorted out of these units will be cuffed through the food port prior to exiting their cell and placed in shackles prior to exiting the unit. The escorting officer will be in immediate contact with the detainee at all times.
 2. Recreation: Control will be notified when a detainee is placed in a recreation yard and will monitor the detainee on camera. This will be included in the detainee's out of cell time.
4. Special Custody:
 1. Close watches are to be conducted on an irregular basis not to exceed thirty-minute (30) intervals, for certain medical or security watches.
 2. Close watches are to be conducted on an irregular basis not to exceed fifteen-minute (15) intervals, for suicide risk detainees, or those on certain medical or security watches.
 3. The floor officer shall visually observe the designated detainees and his or her living quarter for any significant changes. Detainees who are violent or demonstrate unusual or bizarre behavior or psychiatric disorders must be assessed by appropriate medical or mental health personnel who will determine the supervision that is needed.
 4. Only a medical supervisor or counselor may remove a detainee from medical close watch supervision. Only the Administrator or a Lieutenant may remove a detainee from security close watch supervision. This will be done through written orders given to the duty supervisor. Examples of categories that would require close watch supervision:
 - a. ~~Booking~~ C-Pod unit
 - b. Medical

5. PROCEDURE: SECURITY CHECKS (CELL INSPECTIONS)

- A. At least once during each shift, a security check will be conducted to identify or discover damaged property or equipment or breeches of security. Areas to be checked should include, but are not limited to, furnishings, fixtures, locks, security doors, walls, floors, and ceilings.

- B. The shift supervisor will be notified of any damage or security problems discovered during the security checks. The shift supervisor will also ensure the proper documentation is completed, such as maintenance work order or incident reports.
- C. The shift supervisor will be required to complete a minimum of four (4) separate units during their shift. Supervisor security checks will be documented on the ~~post log~~ electronic rounds device and supervisor summaries.
- D. Each supervisor is responsible for inspecting his or her designated area on a daily basis, to identify or discover damaged property or equipment or breaches of security. Areas to be checked should include, but not limited to, furnishings, fixtured, locks, security doors, walls, floors, and ceilings. A report with findings and recommendations must be turned into the lieutenant on a weekly basis.

6. PROCEDURE: TWO OFFICER PROTOCOL

- A. Supervisors may also place specific detainees on a two-officer protocol for safety and security reasons. Any detainee placed under this protocol will require two (2) officers when opening cell doors and when being escorted. Shackles and cuffs will be used when escorting detainees out of cells. Food ports should be used to conduct business where food ports are available. Supervisors who place detainees on a two-officer protocol will be required to enter it into the supervisor's summary.

7. PROCEDURE: RECORDS

- A. Special Management Logs will be kept according to state archives law.
- B. Post logs will be kept according to state archives.

Visual round benefits: Visual rounds will facilitate personal contact and interaction between staff and detainees and provide general information on housing unit conditions or other problems.

VIGIL MALDONADO DETENTION CENTER

ADULT DETAINEE SEARCH POLICY

I. **PURPOSE:** The purpose of this policy is to provide guidelines for determining when searches are legally permissible and to establish procedures for conducting permissible searches.

II. **POLICY:** It is the policy of Vigil Maldonado Detention Center to ensure that the introduction of contraband and possession of contraband in the facility is minimized in order to protect the health safety and welfare of detainees, staff, and visitors, and to further the safe, secure, and orderly running of the Detention Center. This is accomplished by ensuring that the detention center has adequate and lawful procedures for conducting searches of detainees, visitors, and staff. This detainee search procedure addresses intake and after intake searches of detainees, required search documentation, and procedures for the disposition of contraband. All facility staff shall be trained on the facility search policy.

III. DEFINITIONS:

A. **Clothing Search:** A clothing search is the search of an individual's clothing in which the subject is required to disrobe, one item of clothing at a time, and pass the clothing to the officer for inspection. There is no physical contact between the officer and the individual. The individual is not required to exchange their undergarments.

B. **Exigent Circumstances:** Any set of temporary and unforeseen circumstances that require immediate action in order to combat a threat to the security or institutional order of a facility.

C. **Gender Nonconforming:** A person whose appearance or manner does not conform to traditional societal gender expectations.

D. **Intersex:** A person whose sexual or reproductive anatomy or chromosomal pattern does not seem to fit typical definitions of male or female. Intersex medical conditions are sometimes referred to as disorders of sex development.

E. **Pat Search:** A pat search is a search in which the individual's clothing is not removed and the officer makes physical contact with the detainee being searched.

F. **Strip Search:** A strip search is the visual examination of an individual's naked body for weapons, drugs, or other contraband. A strip search requires removal of all clothing. However, any search that requires the subject to remove or arrange some or all of their clothing to permit a visual inspection of their breasts, buttocks, or genitalia shall be treated as a strip search and subject to the limitations described in this policy.

G. **Transgender:** A person whose gender identity (i.e., internal sense of feeling male or female) is different from the person's assigned sex at birth.

IV. SEARCH OF DETAINEES.

A. The facility shall not conduct cross gender pat searches, clothing searches or strip searches absent exigent circumstances. Searches shall not be performed for the sole purpose of determining the

detainee's genital status. Staff who perform searches of gender nonconforming, transgender, and intersex detainees must be trained in how to conduct searches of such detainees in a professional and respectful manner and in the least intrusive manner possible, consistent with security needs. When possible, two detention staff of the same gender as the subject will be present during strip searches. No non-essential personnel may witness a strip search.

B. On Initial Intake.

1. Pat Search. All individuals booked into the Detention Center shall be subject to a thorough pat search by detention staff in order to retrieve contraband prior to being accepted from the arresting law enforcement agency.

2. Clothing Search. All individuals who are dressed out into a Detention Center uniform shall be subject to a clothing search at the time of the clothing exchange.

3. Strip Search. Strip searches of arrestees on intake may only be conducted when authorized by the Shift Supervisor. Strip searches may only be conducted when there is reasonable suspicion to believe the arrestee may be in possession of weapons, drugs, or other contraband under the limited circumstances described below. Strip searches shall not be performed for the sole purpose of determining the detainees' genital status. All strip searches must be documented. Strip search of arrestees on intake are warranted if:

a. There is reasonable suspicion to believe the arrestee is carrying or concealing contraband because one or more of the charges for which the arrestee is being booked involve possession or distribution of controlled substances, or the arrestee's use of physical violence or weapons; or

b. Even though the arrestee's charges do not involve drugs, weapons, or violence there is reasonable suspicion to believe the arrestee is carrying or concealing contraband because:

1. The arrestee has a criminal record that includes convictions for crimes involving drugs, weapons, or physical violence (so long as the convictions are sufficiently serious and recent to create a reasonable suspicion that the individual is carrying or concealing contraband).
2. The arrestee used or concealed contraband or attempted escape during a prior incarceration.
3. The arrestee's appearance and demeanor, or actions suggest he or she is carrying or concealing contraband
4. The circumstances surrounding the arrest suggest the arrestee is carrying or concealing contraband.
5. The facility has learned from a credible third party that the arrestee may possess weapons, drugs, or contraband; or
6. The officer conducting the pat search discovered evidence of a suspicious object beneath the arrestee's clothing.

c. Other circumstances which may contribute to a determination that a strip search is needed:

1. If the arrestee will be intermingled with the general population.

2. If the arrestee has a known gang affiliation.

C. After Intake. Detainees residing at the facility are also subject to searches after booking under the following circumstances.

1. Pat Search. A pat search is the most often search type used in the Detention Center. Pat searches shall be conducted by officers whenever a detainee departs from or returns to a secure area.
2. Strip Search. Strip searches are utilized when there is reasonable suspicion to believe the detainee is in possession of contraband that cannot be detected by a pat search and under the circumstances described below.
 - a. Circumstances requiring strip search of detainees:
 1. The detainee is returning to the secure area of the facility from outside activities, such as, supervised leave, work release, work detail, court, medical furloughs, etc.
 2. Before and after every contact visit.
 - b. Circumstances justifying strip search of detainees, but which require supervisor approval:
 1. The detainee participated in an activity where there was an opportunity to mingle with outside groups, particularly where there were large numbers of people under minimal supervision.
 2. The detainee is being admitted/discharged from maximum security or the Mental Health Unit.
 3. The detainee is being placed on suicide watch.
 4. When information is learned that the detainee possesses contraband.
 5. When an officer discovers evidence of a suspicious object beneath the detainee's clothing.

D. Search Procedures: Searches may only be conducted by staff trained in techniques that protect both detainees and staff from bodily harm and civil liability. The least invasive form of search indicated (given the type of contraband and suspected method of introduction) shall be conducted. The subject shall not be touched any more than is necessary to conduct a comprehensive search of their person. **Searches shall never be used to degrade, harass, embarrass, or punish.**

1. Pat searches shall be performed prior to departure from any secure area and when there is reasonable suspicion to believe a detainee is in possession of contraband. Staff shall ask all new arrestees to remove all of their personal property from their pockets and ask them if they have any

weapons of any kind in their possession and where they are located before attempting to search. Pat searches shall be conducted as follows:

- a. Stand behind the detainee.
- b. Have detainee remove hat, unbutton coat, or jacket, and empty all personal articles from pockets.
- c. Put on gloves.
- d. Run hands under shirt collar and down upper part of each arm to wrist. Staff shall warn the arrestee before touching sensitive areas. With male subjects, bring back hands along underside of arms and armpits, sweeping hands down shirt front to belt from front to back. With female subjects feel around the perimeter of the breasts using the side of the hand and the outside of the thumb when searching the breast's underside so as not to suggest cupping. With all subjects, run hands down front and back of legs to shoe tops and back up sides of legs, sweeping hands down the back from collar to belt. If an object is detected, try to identify it by gently squeezing it before attempting to remove it.
- e. Have detainee remove shoes and socks.
- f. Examine hat, shoes, socks, and other articles.
- g. When searching large groups of detainees, such as work details, line up all detainees with hats off, coats unbuttoned, and pockets emptied.
- h. Do not allow detainees to intermingle during searches. Detainees that have not been searched, shall not be allowed to mingle with those who have; and
- i. After search is completed, check the area for contraband dropped or discarded by detainees.

2. Clothing searches are conducted as part of the inventory of the detainee's belongings when the individual is dressed into their detention uniform and shall be conducted as follows:

- a. Conduct the search in an area that assures privacy.
- b. Prior to beginning the clothing search, conduct a pat-search of the individual.
- c. Instruct the individual to face you and remove one item of clothing at a time.
- d. Manually check each clothing item for weapons, drugs, or other contraband.
- e. Allow the individual to retain their undergarments or the last item of clothing necessary to cover the individual's breasts, genitalia, and buttocks. If the individual is not wearing underpants have them empty, all pockets and run your thumbs around the inside of the waist band and thoroughly check the hems and seams of the clothing.
- f. Do not require the individual to remain unclothed for longer than the minimum time necessary to inspect each article of clothing.

g. Provide the individual with a detention uniform and secure their personal belongings.

3. Strip searches shall be conducted as follows:

a. When possible, two detention staff of the same gender as the subject will be present during strip searches. No non-essential personnel may witness a strip search.

b. Isolate the subject pending approval for the search.

c. ~~Conduct the search in an area that assures privacy from individuals other than those conducting the search.~~ Strip searches must be conducted with dignity and respect, in private and completed by an officer of the same gender.

d. Conduct the search in a tactful, professional manner.

e. During a strip search, do not touch the subject except as required to control them.

f. Have the subject remove their clothing.

g. Physically examine the following areas:

1) All clothing.

2) Run fingers over lining, seams, collars, cuffs, waistbands, and fly.

3) Shoes, inside soles and heels.

4) Socks, turning them inside out.

5) False teeth, artificial limbs, plaster casts.

6) If applicable, under bandages and dressings.

7) Have the subject run their fingers through their hair. Check for wigs and hairpieces.

h. Visually examine the following areas:

1) The inside and outside of the subject's ears.

2) The subject's nostrils and mouth (above and below tongue).

3) Under the subject's breast area and body fat creases (when necessary, have the subject lift their breasts or separate fatty rolls).

4) The subject's hands, torso, and back.

5) The subject's genital area.

a) To obtain a clear view of the groin area, have the subject lift their penis and testicles.

b) Have subjects with thick pubic hair part their pubic hair.

- c) To obtain a clear view of the rectum/vaginal area, have the subject bend over and spread the rectum.
- d) Have the subject squat and instruct them to cough 3-5 times then re-inspect the rectum/vaginal area.
- 6) Between the toes and the soles of the subject's feet.
- i. Immediately after completing the search, have the subject dress in appropriate attire.

4. Body Cavity Search. The Detention Center does not conduct body cavity searches. Should strip examination or other information lead an officer to believe that an individual is concealing contraband, a weapon, or evidence within a body cavity, the officer shall consult with the Warden or Lieutenant to determine whether to contact law enforcement or transport the detainee to a medical facility.

E. Search Documentation

- 1. Detention Staff must complete an entry in the Booking Log for every individual booked into the Detention Center.
- 2. Detention Staff must also complete an Intake Search Form for every individual who is booked into the facility. This form will record which searches were performed and the results. The Intake Search Form is also used to document all justifications for strip searches performed on intake and the name of the approving supervisor. Any time a strip search is performed on initial intake a copy of the Intake Search Form must be submitted through the on-duty supervisor to the Detention Administrator.
- 3. A Detainee Search Form must be completed any time contraband is found on a detainee.
- 4. All cross-gender searches performed by non-medical professionals shall be documented and shall include a description of the exigent circumstances that justified the cross-gender search.

V. DISPOSITION OF CONTRABAND

All contraband found during searches will be confiscated.

Any illegal contraband will be left where it was found, area secured and CCSO will be called to assess the contraband. CCSO will take custody of the illegal contraband, along with the Chain of Custody Form and handle it as evidence.

Confiscated contraband shall be stored in a lockbox in the Control Center or placed with law enforcement personnel for prosecution.

Officers identifying detainees possessing contraband will complete a criminal offense report and Chain of Custody form.

VII. ATTACHMENTS.

- A) Intake Search Form.
- B) Detainee Search Form.
- C) Booking Log.