

**EIGHTH JUDICIAL DISTRICT ATTORNEY'S OFFICE**  
**PROFESSIONAL SERVICES CONTRACT FY23-24-001**

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Eighth Judicial District Attorney's Office**, hereinafter referred to as the "Agency," and **Colfax County, New Mexico, a political subdivision of the State of New Mexico**, hereinafter referred to as the "County," and is effective as of the date set forth below.

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The County has a contract for legal services ("CLS") with Rimon, P.C. ("Rimon") which outlines the scope of work and payments for legal services provided to the County. A copy of the CLS is attached hereto and made a part hereof by reference. The CLS was entered into after appropriate bid process and pursuant to the Procurement Code for the State of New Mexico.

2. **Payment**

A. The Agency has been allotted certain monies to provide legal services to the County. In lieu of providing legal services to the county government (other than criminal/law enforcement), the Agency has agreed to pay to the County the sum of \$4,750 per month to be applied by the County in payment for or reimbursement of payment of fees and expenses pursuant to the CLS. The NM gross receipts tax charged by Rimon and paid by County shall also be paid by the Agency to the County.

B. Payment pursuant to this Agreement is subject to the availability of funds pursuant to the appropriations paragraph set forth below and to any negotiations between the parties from year to year pursuant to this Agreement.

C. The scope of work for Rimon is defined in the CLS and that scope of work is not altered by this Agreement.

D. County must submit a detailed statement of accounting for all payments, expenses and gross receipts tax paid to Rimon on a monthly basis.

3. **Term.**

The term of this Agreement is July 1, 2023, through June 30, 2024. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to Paragraph 4 (Termination), or paragraph 5 (Appropriations) or extended or renewed by the agreement of the parties.

4. **Termination.**

The parties may terminate this Agreement for convenience or cause upon written notice of termination at least thirty (30) day prior to the intended date of termination, which notice shall (1) identify all the material breaches of this Agreement upon which the termination is based and (2)

state what the parties must do to cure such material breaches.

**5. Appropriations.**

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the County.

**6. Release.**

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

**7. Amendment.**

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

**8. Merger.**

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

**9. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1 (G). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**10. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provisions or 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.

**11. Notices.**

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

Contract ID #FY23-24-001

To the Agency:

Eighth Judicial District Attorney's Office  
105 Albright Street, Suite L  
Taos, Nm 87571

To the Contractor:

County of Colfax  
Attention: Monte Gore, County Manager  
PO Box 1498  
Raton, NM87740

**In Witness Whereof, the parties have executed this Agreement as of the date of signature below.**

By: \_\_\_\_\_  
Si Trujillo, Chairman

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Mary Lou Kern, Vice Chair

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Bret Wier, Member

Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_  
Rayetta M. Trujillo, Clerk

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency:  
Marcus J. Montoya, District Attorney

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Agency's Chief Financial Officer

Date: \_\_\_\_\_

# LEASE AGREEMENT BETWEEN COLFAX COUNTY AND THE BOARD OF EDUCATION OF THE MORE INDEPENDENT SCHOOL DISTRICT

This agreement is entered into in duplicate originals between the Board of Commissioner of Colfax County, New Mexico (hereafter referred to as County or the Lessor), and THE BOARD OF EDUCATION OF THE MORA INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of New Mexico, doing business in Colfax County as "Mora/Colfax Head Start", (hereafter referred to as the Lessee).

WHEREAS, the County is the owner of the certain building and land located at 1144 Jones Street, Raton, Colfax County, New Mexico; and

WHEREAS, the Mora/Colfax Head Start is providing daycare and education to preschool children of citizens of Colfax County; and

WHEREAS, the parties desire to enter into this agreement concerning the occupancy and use of said County Building by Lessee;

NOW THEREFORE, in consideration of the promises, terms and covenants and conditions contained herein, the parties agree as follows:

1. The Lessor does hereby let, demise and lease unto the Lessee the building located at 1144 Jones St., Raton, Colfax County, New Mexico (leased premises): subject to all existing easements, reservations, rights of way, zoning, restrictions and declarations including those of record; to have and to hold the same for a term of five years from date hereof, in accordance with the terms and subject to the conditions hereinafter stated; provided, however, the parties may renew this lease for an additional five year period. The leased premises are to be used and occupied by the Lessee as its preschool daycare and education facility for providing educational and social services to children of disadvantaged citizens of Colfax County, New Mexico and for no other purpose.
2. Lesseeor agrees to pay Lessor \$2,250 per month beginning on July 1, 2023\_\_\_\_\_, and payable by the 10th of each month. that Lessee shall rent in cash and in advance in the amount of \$1.00 per year for the use and occupancy of the leased premises.
3. The Lessee agrees to keep and maintain the premises in clean and safe condition and to return the premises in clean, good, useable, and safe condition upon the termination of this lease agreement. remove snow from the sidewalks and parking facilities at the leased premises, and Lessor shall not be responsible therefor. The Lessee shall landscape and maintain the grounds surrounding the building located upon the leased premises and Lessor shall not be responsible therefor.

4. The Lessor shall have the right to inspect the leased premises and property at reasonable times while Lessee shall not be absent or at such other times as may be mutually agreeable to the parties.
5. Lessee shall be responsible for all repairs to the leased premises, excepting repairs made necessary by the fault or negligence of the Lessor or its employees or agents. The Lessee may make any alterations or improvements, install any fixtures, or remodel any improvements located upon the leased premises with the prior written consent of Lessor. Title to any fixtures installed by Lessee with Lessor's consent shall vest in the Lessor upon becoming affixed to any portion of the leased premises and shall not be removed by Lessee.
6. The Lessee shall be responsible for obtaining insurance adequately protecting against damage to the Lessee's personal property and contents located within or upon the leased premises.
7. The Lessor shall be responsible for obtaining insurance adequately protecting against damage to the leased premises caused by fire or other similar major disaster, but Lessee shall reimburse Lessor for the cost of such insurance, upon receipt of evidence of such payment by Lessor.
8. In the event that the leased premises become wholly or substantially untenable by reason of fire or other similar cause, either party may at this option terminate this lease agreement.
9. The Lessor warrants it is the owner of the leased premises, that it has the right to lease the same, and that the leased premises, for the term of this lease, upon performing the covenants herein contained.
10. The Lessee shall pay the expense for utilities to the leased premises; and the Lessor shall not be responsible therefor. Lessee agrees that it will have all utility meters listed in its name during the term of this lease and will pay all utility deposits that may be required.
11. The Lessee shall obtain and maintain general liability insurance for itself and its employees in the amount of no less than Two Million Dollar (\$2,000,000) throughout the term of this Agreement. Such insurance shall provide that the County be named as additional insured and the County be notified in writing no less than 45 days in advance in the event of cancellation. The County requires a copy of a certificate of insurance or other evidence satisfactory to the County, of the Lessee's obtaining and maintaining such insurance as is required hereunder as a condition prior to performing the tasks under this Agreement.
12. The Lessee shall secure, maintain and provide verification of all necessary Worker's Compensation insurance as may be required by law to provide coverage for the Contractor's employees hereunder.
13. Either party to this agreement may terminate it by giving notice to the other party one hundred eighty (180) days prior to the desired termination date.

14. The parties acknowledge that Lessee is an independent contractor, is not an agent or employee of the County, and Lessee has no authority to contract, incur liabilities, obligate, nor commit County in any form, fashion or manner.
15. Lessee further agrees to indemnify and hold County its Commissioners, other elected officials employees, agents, attorneys, successors, and assign harmless from any and all claims, suits causes of action, damages, costs and expenses, including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or in any way resulting from the Lessee's activities or actions or omissions shall be within or outside of the scope of their duties. This indemnity shall survive the termination of this agreement and all of the terms and conditions hereof.
16. Time is of the essence of this lease agreement and all of the terms and conditions hereof.
17. In consideration for the services and in-kind services provided by Lessee to the citizens of Colfax County, New Mexico, Lessor agrees that Lessee shall not pay rent for the use and occupancy of the leased premises. As the fair market value of the base rental fee for the Leased Facilities is at least \$2,500 per month, Lessee shall expend or provide Service and In-Kind Services of at least \$2,500 per month under this Lease Agreement. Lessee shall quarterly provide documentation to establish or prove such in kind services to the County using the form as Exhibit 1. Lessee agrees that if the action stated herein is not taken by the Lessee regarding proof of documents to establish the monthly in-kind services, it shall pay the County the difference between the monthly amount expended at the Leased Premises for Services and In-Kind Services and the annual market value of the base rental fee for the Premises within ten (10) days of demand for payment. Lessee agrees that this Lease Agreement shall immediately terminate if such payment is not timely made, and that Lessee will immediately vacate the Leased Premises no later than ten (10) days thereafter. Both parties agree that since the parties have negotiated a potential lease agreement, the terms of the (proposed) lease agreement signed by both parties shall replace any terms and conditions as set forth under this Agreement.
18. **APPLICABLE LAW**

This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New Mexico. The parties further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Colfax, New Mexico. The County shall be subject in all cases to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA. 1978 comp. and Section 57-7-1 NMSA. 1978 comp) and any amendments thereto.
19. **SEVERABILITY**

If one or more of the provisions contained in this agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be

construed as if such invalid, illegal or unenforceable provisions had never been a part hereof.

20. EFFECTIVE DATE

This Agreement shall be in full force and effect upon signature of both parties.

21. WAIVER.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

22. This agreement represents the entire and integrated agreement between the parties hereto and supersedes in every respect all prior negotiations, representations or agreements, either written or oral. The parties' agreement as set forth herein may be subsequently modified or amended only by written instrument signed by Lessor and Lessee. The parties intend that the meaning of this agreement is plain and unambiguous on its face and should not be interpreted by an extrinsic contemporaneous source beyond the four corners of this document.

23. The Lessee shall neither sublet the leased premises, nor any part thereof, nor assign this Lease Agreement or any interest therein.

24. This agreement and all provisions hereof shall be binding upon the parties, their personal representatives, heirs and assigns.

25. Notice may be given to the parties at the following addresses:

To the Agency:

Mora Independent School District  
PO Box 179  
Mora, NM 87732

To the Contractor:

Board of Commissioners of Colfax County  
ATTN: Colfax County Manager  
PO Box 1498  
Raton, NM 87740

26. If either party should make default in the performance of this agreement and should remain in default for a period of fifteen (15) days after receipt of written notice from the aggrieved party calling attention to such default and demanding performance, then and in that event the aggrieved party calling attention to such default and demanding performance, then and in that event the aggrieved party may at his option and election cancel this lease agreement by giving written notice of such cancellation. In the case of cancellation by the Lessor, it may retain all sums previously paid under this agreement as reasonable liquidated damages and shall be entitled to the immediate possession of the

premises. In the event that Lessor shall employ attorneys to collect unpaid rent, retake possession of the above-described property, or to otherwise available to an aggrieved party under the laws of New Mexico, including an action for specific performance.

In Witness Whereof, the parties have caused this agreement to be executed this 6th day of June, 2023.

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SI TRUJILLO, CHAIRMAN

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MARY LOU KERN, VICE CHAIR

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BRET WIER, MEMBER

ATTEST:

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RAYETTA M. TRUJILLO, CLERK

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MORA INDEPENDENT SCHOOL DISTRICT



**Exhibit 1**

Quarterly Report Form by Lessee's Obligations to the County

1. Time spent to clean up the Premises

\_\_\_ Persons multiplied by \_\_\_ Hours (minimum wage or prevailing wage) equals \_\_\_\_\_ \$ \_\_\_\_\_

Estimated costs to clean the Premises by purchasing garbage bags and clean-up products for the events \_\_\_\_\_ (Receipts will be provided to the County).

2. Costs to obtain insurance to cover described in this Agreement.

\$ \_\_\_\_\_ (Proof of insurance and receipts shall be provided to the County)

3. Any additional time spent to comply with the Agreement

\_\_\_ Persons multiplied by \_\_\_ Hours (minimum wage, \$12 per hour, or prevailing wage) equals

\_\_\_\_\_ \$ \_\_\_\_\_

4. Services Provided to the Citizen in Colfax County

Number of Customers (Date)

Time spent by employees (\$12 per hour or actual hourly wage per employee) per each customer.

Total value of Services: \$ \_\_\_\_\_

**LEASE AGREEMENT/PROFESSIONAL SERVICES  
AGREEMENT BETWEEN COLFAX COUNTY  
AND TEAMBUILDERS BEHAVIORAL HEALTH**

This agreement is entered into in duplicate originals between the BOARD OF COMMISSIONERS OF COLFAX COUNTY, NEW MEXICO (hereafter referred to as County or the Lessor), and TEAMBUILDERS BEHAVIORAL HEALTH a New Mexico limited liability company, hereafter sometimes referred to as "Teambuilders Behavioral Health" or "Lessee", whose address is P.O. Box 28164, Santa Fe, New Mexico 87592,

WHEREAS, the County is the owner of that certain building and land located at 101 Letton Drive, Raton, New Mexico 87740; and

WHEREAS, TEAMBUILDERS BEHAVIORAL HEALTH is providing assistance to the youth and families, disabled, mentally ill and disadvantaged citizens of Colfax County; and

WHEREAS, the parties desire to enter into this agreement concerning the occupancy and use of said County building by TEAMBUILDERS BEHAVIORAL HEALTH;

NOW THEREFORE, in consideration of the promises, terms, covenants and conditions contained herein, the parties agree as follows:

1. Teambuilders Behavioral Health staff providing counseling to the youth, disabled, mentally ill and disadvantaged citizens of Colfax County shall have the required professional licensure through the State of New Mexico (LISW, LPCC, or LPC).
2. Teambuilders Behavioral Health shall provide on an annual basis a written and oral report, (2nd Commission Meeting in June of each year) to the Board of Colfax County Commission, to include the number of Colfax County citizens served, how community and population risks are assessed and evaluated and what evidence-based programs are offered address these risks, and.
3. The Lessee agrees to pay Lessor \$2,500.00 per month beginning on July 1, 2023, and payable by the 10th of each month.
4. The Lessor does hereby let, demise and lease unto the Lessee the building Located at 101 Letton Drive, Raton, New Mexico 87740 (leased premises); subject to all existing easements, reservations, rights of way, zoning, restrictions, and declarations, including those of record; to have and to hold the same for a term of 1 (one) year from the date hereof, in accordance with the terms and subject to the

conditions hereinafter stated.

5. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY COLFAX COUNTY COMMISSION. This agreement is for a one-year term and shall terminate on June 30, 2023, unless terminated pursuant to paragraph 4 (Termination), or paragraph 5 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.
6. The leased premises are to be used and occupied by the Lessee as its facility for providing behavioral health service to include mental health assessments and treatment, psychiatric services, substance abuse assessment and treatment and prevention of alcohol, tobacco and other drugs (ATOD) to the citizens of Colfax County, New Mexico and for no other purpose.
7. In consideration for the services and in-kind services provided by Lessee to the citizens of Colfax County, New Mexico, Lessor agrees that Lessee shall not pay rent for the use and occupancy of the leased premises. As the fair market value of the base rental fee for the Leased Facilities is at least \$2,500 per month, Lessee shall expend or provide Service and In-Kind Services of at least \$2,500 per month under this Lease Agreement. Lessee shall quarterly provide documentation to establish or prove such in kind services to the County. Lessee agrees that if the action stated herein is not taken by the Lessee regarding proof of documents to establish the monthly in-kind services, it shall pay the County the difference between the monthly amount expended at the Leased Premises for Services and In-Kind Services and the annual market value of the base rental fee for the Premises within ten (10) days of demand for payment. Lessee agrees that this Lease Agreement shall immediately terminate if such payment is not timely made, and that Lessee will immediately vacate the Leased Premises no later than ten (10) days thereafter. Both parties agree that since the parties have negotiated a potential lease agreement, the terms of the (proposed) lease agreement signed by both parties shall replace any terms and conditions as set forth under this Agreement. The Lessee agrees to keep and maintain the premises in clean and safe condition and to return the premises in clean, good, useable, and safe condition upon the termination of this lease agreement. Maintenance shall be performed regularly and timely by the Lessee to insure the leased premises do not deteriorate in condition. ("in-kind services")
8. The Lessor shall have the right to inspect the leased premises and property at reasonable times while Lessee shall not be absent or at such other times as may be mutually agreeable to the parties.
9. The Lessee shall be responsible for all maintenance of minor repairs to the leased premises, except repairs made necessary by the fault or negligence of the Lessor or its employees or agents. All repairs made by Lessee shall be performed by

qualified persons licensed or certified to make such repairs. The Lessee shall not make any alterations or improvements, install any fixtures, or remodel any improvements located upon the leased premises without the prior written consent of Lessor. Title to any fixtures installed by Lessee with Lessor's consent shall vest in the Lessor upon becoming affixed to any portion of the leased premises and shall not be removed by Lessee. Lessee shall not permit any mechanical or material man's lien or liens to be filed or maintained against the leased premises under any circumstances.

10. The Lessor shall be responsible for all major repairs, including but not limited to replacing the roof, plumbing system repairs and HVAC repair or replacement at the premises, excepting repairs made necessary by the fault or negligence of the Lessee or its employees, agents, guests, or invitees.
11. The Lessee shall be responsible for obtaining insurance adequately protecting against damage to the Lessee's personal property and contents located within or upon the leased premises.
12. The Lessor shall be responsible for obtaining insurance adequately protecting against damage to the leased premises caused by fire or other similar major disaster, but Lessee shall reimburse Lessor for the cost of such insurance, upon receipt of evidence of such payment by Lessor.
13. In the event that the leased premises become wholly or substantially un-leasable by reason of fire or other similar cause, either party may at its option terminate this lease agreement.
14. LESSOR shall pay, satisfy, and discharge as they become due all assessments, charges, mortgages, liens and taxes in respect to the Leased Premises during the term of the Lease. LESSOR'S failure to pay, satisfy, or discharge such amounts, may constitute an Event of Default. LESSEE shall provide notice to LESSOR of LESSEE'S intent to terminate the Lease, including specific issues supporting termination. LESSOR may address LESSEE'S concerns within thirty (30) days from the date of LESSEE'S notice of intent to terminate the Lease. Upon receipt of LESSOR'S response both Parties shall meet to address the matters raised in LESSEE'S notice of intent to terminate the Lease before LESSEE may terminate the Lease. Alternatively, LESSOR agrees that LESSEE may pay, redeem, satisfy, or discharge any assessments, charge, mortgage, lien, or tax upon LESSOR 's prior written consent. Prior to any action for recovery of any disputes and or termination of the Lease due to disputed costs, 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 patties 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, one appointed by the Court. Each party shall pay one-half of the cost of the mediator and shall bear their own attorneys' fees and costs in the mediation.

15. The Lessor warrants it is the owner of the leased premises, that it has the right to lease the same, and that the Lessee shall and may peaceably and quietly have, hold, and enjoy the leased premises, for the term of this lease, upon performing the covenants herein contained.
16. The Lessee shall pay the expense for all utilities to the leased premises; and the Lessor shall not be responsible, therefore. Lessee agrees that it will have all utility meters listed in its name during the term of this lease and it will pay all deposits that may be required.
17. The Lessee shall obtain and maintain general liability insurance for itself and its employees in an amount no less than Two Million Dollars (\$2,000,000) throughout the term of this Agreement. Such insurance shall provide that the County be named as additional insured and that the County be notified in writing no less than 45 days in advance in the event of cancellation. The County requires a copy of a certificate of insurance or other evidence, satisfactory to the County, of Lessee's obtaining and maintaining such insurance as is required hereunder as a condition prior to performing the tasks under this Agreement.
18. The Lessee shall secure, maintain, and provide verification of all necessary Worker's Compensation insurance as may be required by law to provide coverage for the Contractor's employees hereunder.
19. Either party to this agreement may terminate it by giving notice to the other party sixty days (60) days prior to the desired termination date.
20. The parties acknowledge that Lessee is an independent contractor, is not an agent or employee of the County, and Lessee has no authority to contract, incur liabilities, obligate, nor commit County in any form, fashion or manner.
21. Lessee further agrees to indemnify and hold County its commissioners, and other elected officials, employees, agents, attorneys, successors, and assigns harmless from any and all claims, suits, causes of action, damages, costs and expenses, including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or in any way resulting from the Lessee's activities or actions or with respect to its actions or omissions whether such activities, actions or with respect to its actions or omissions shall be within or outside of the scope of their duties; provided, however, the parties believe that neither NMSA 1978 Section 56-7-1 nor 56-7-2, concerning indemnity, apply to this agreement, provide however, that, if a court of competent jurisdiction

determines that the provisions of either statute shall apply to this agreement, this obligation to indemnify will be limited and construed so as not to extend to liabilities of any kind that are beyond the scope of indemnity permitted by such statute that is held to apply. This indemnity shall survive the termination of this agreement for any reason.

22. This agreement represents the entire and integrated agreement between the parties hereto and supersedes in every respect all prior negotiations, representations, or agreements, either written or oral. The parties' agreement as set forth herein may be subsequently modified or amended only by written instrument signed by Lessor and Lessee.
23. The Lessee shall neither sublet the leased premises, nor any part thereof, nor assign this Lease Agreement or any interest therein.
24. This agreement and all provisions hereof shall be binding upon the parties, their personal representatives, heirs and assigns.
25. If either party should make default in the performance of this agreement and should remain in default for a period of fifteen (15) days after receipt of written notice from the aggrieved party calling attention to such default and demanding performance, then and in that event the aggrieved party may at its option and election cancel this lease agreement by giving written notice of such cancellation. In the case of cancellation by the Lessor, it may retain all sums previously paid under this agreement as reasonable liquidated damages and shall be entitled to the immediate possession of the premises. In the event that Lessor shall employ attorneys to collect unpaid rent, retake possession of the above as described property, or to otherwise enforce the terms and provisions of this lease agreement, the Lessor shall be entitled to collect all reasonable attorney fees and other costs thereby incurred from the Lessee. The right of cancellation hereby conferred shall not be construed to limit any right or remedy otherwise available to an aggrieved party under the laws of New Mexico, including an action for specific performance.
26. **APPLICABLE LAW:** This Agreement and the rights and duties of the parties hereto shall be governed by, and construed in accordance with, the laws of the State of New Mexico. The parties further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Colfax, New Mexico. The County shall be subject in all cases to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA. 1978 comp. and Section 57-7-1 NMSA. 1978 comp) and any amendments thereto.
27. **SEVERABILITY:** If one or more of the provisions contained in this agreement

shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been a part hereof.

- 28. EFFECTIVE DATE: This Agreement shall be in full force and effect upon signature of both parties.
- 29. WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 6<sup>th</sup> day of June 2023.

\_\_\_\_\_  
SI TRUJILLO, CHAIRMAN

\_\_\_\_\_  
MARY LOU KERN, VICE CHAIR

\_\_\_\_\_  
BRET WIER, MEMBER

ATTEST:

\_\_\_\_\_  
RAYETTA M. TRUJILLO, CLERK

TEAMBUILDERS BEHAVIORAL HEALTH a New Mexico limited liability company

\_\_\_\_\_  
Its Executive Director/CEO

**Exhibit 1**

Quarterly Report Form by Lessee's Obligations to the County

1. Time spent to clean up the Premises

\_\_\_ Persons multiplied by \_\_\_ Hours (minimum wage or prevailing wage) equals \_\_\_\_\_ \$ \_\_\_\_\_  
Estimated costs to clean the Premises by purchasing garbage bags and clean-up products for the events \_\_\_\_\_ (Receipts will be provided to the County).

2. Costs to obtain insurance to cover described in this Agreement.

\$ \_\_\_\_\_ (Proof of insurance and receipts shall be provided to the County)

3. Any additional time spent to comply with the Agreement

\_\_\_ Persons multiplied by \_\_\_ Hours (minimum wage, \$12 per hour, or prevailing wage) equals \_\_\_\_\_ \$ \_\_\_\_\_

4. Services Provided to the Citizen in Colfax County

Number of Customers (Date)

Time spent by employees (\$12 per hour or actual hourly wage per employee) per each customer.

Total value of Services: \$ \_\_\_\_\_



## **LEASE AGREEMENT BETWEEN COLFAX COUNTY AND YOUTH HEARTLINE**

THIS AGREEMENT OF LEASE Is executed this 6<sup>TH</sup> day of June, 223, by and between COLFAX COUNTY, NEW MEXICO, referred to as the "Lessor" or "County", and YOUTH HEARTLINE, A New Mexico non-profit corporation, hereinafter referred to as the "Lessee".

WHEREAS: The parties have agreed upon a lease. NOW, THEREFORE, It Is agreed:

### **1. FORMATION AND PROPERTY DESCRIPTION:**

Lessor hereby leases unto Lessee and Lessee hereby rents from Lessor those certain premises and property located at 116 South Third Street In Raton, New Mexico,

### **2. TERM AND RENTAL:**

- A. The term of this lease shall be for a period of one (12) months, commencing with the 1st day of July, 2023, and continuing through the 30th day of June 2024,
- B. The base rental shall be in the total sum of the \$4,200.00 and shall be payable to the rate of \$350.00 per month In advance, on the same day of each month hereafter, commencing on the 1st day of July 2023.
- C. Said rental shall be payable to Lessor at P.O. Box 1498, Raton, New Mexico 87740.

### **3. PURPOSE AND USE:**

- A. The said premises are to be used and occupied by Lessee for the conduct of its business, and not otherwise.
- B. Lessee shall not use the premises during the term hereof for any purpose contrary to the laws of the State of New Mexico or the United States, or municipal ordinances (If applicable).

### **4. UTILITIES:**

Lessee shall be responsible for assuming and pay, all utilities on the premises, at Lessee's own expense, including without limitation, gas, water, electricity, heat, garbage and sewer collection and other utilities.

- A. Lessor shall be responsible for, and pay, all valorem taxes, if any, and charges upon the said premises during the term of this lease.
- B. Lessee shall be responsible for, pay and hold the Lessor harmless from all sales, gross receipts, occupation, franchise, or other such excise or business taxes arising out of the use of the said premises, if any.

### **5. MAINTENANCE AND UPKEEP:**

- A. Lessee covenants and agrees that it accepts the dismissed premises in its as it condition. At the expiration of the term, Lessee will yield up said premises to Lessor In the same condition and order, excepting only normal deterioration and depreciation, loss by fire or explosion, or governmental action.

- B. Notwithstanding any specific provisions hereinabove set forth, Lessee shall be responsible for any damage, loss, claim or repair occasioned, or the result of, the act of Lessee, or Lessee's agents, employees or business invitees, guests or assigns.
  - C. Lessees shall not incur or allow to be incurred or placed upon the premises, any lien or liens, or other encumbrance, are herewith agrees to Indemnify and hold Lessor harmless therefrom.
6. NON-LIABILITY OF LANLOAD; INDEMNIFICATION; INSURANCE
- A. Lessee accepts exclusive possession and control of the leased premises as of the date of commencement of this lease in the condition in which then found. Lessor shall not be liable thereafter for any Injury or damage to any property or to any person on the leased premises for any condition or circumstances not herein specifically described, or caused by the use, misuse, or abuse of the leased premises.
  - B. It Is understood that Lessor shall carry fire/casualty Insurance coverage payable to Lessor on the principal Improvements, but shall not carry any contents, fire or casualty Insurance upon the personal property placed thereon or allowed thereon by Lessee. Lessor shall not, because of such Insurance or lack of Insurance or otherwise, be liable for any damage to persons or property arising from any cause whatsoever as affects said property.
  - C. Lessee shall protect, indemnify, defend hold and save Lessor free and harmless from and against any and all claims, demands, liability, causes of action, loss or damage of any nature whatsoever arising directly or indirectly out of the use of the premises or any business thereon, by Lessee. Lessee further agrees to indemnify and hold County its commissioners, and other elected officials, employees, agents, attorneys, successors, and assigns harmless from any and all claims, suits, causes of action, damages, costs and expenses, including, but not by way of limitation, expenses of litigation, witness fees, court costs and attorney fees, incurred, arising, or in any way resulting from the Lessee's activities or actions or with respect to its actions or omissions whether such activities, actions or with respect to its actions or omissions shall be within or outside of the scope of their duties; provided, however, the parties believe that neither NMSA 1978 Section 56-7-1 nor 56-7-2, concerning indemnity, apply to this agreement, provide however, that, if a court of competent jurisdiction determines that the provisions of either statute shall apply to this agreement, this obligation to indemnify will be limited and construed so as not to extend to liabilities of any kind that are beyond the scope of indemnity permitted by such statute that is held to apply. This indemnity shall survive the termination of this agreement for any reason. The Lessee shall obtain and maintain general liability insurance for itself and its employees in an amount no less than Two Million Dollars (\$2,000,000) throughout the term of this Agreement. Such insurance shall provide that the County be named as additional insured and that the County be notified in writing no less than 45 days in advance in the event of cancellation. The County requires a copy of a certificate of insurance or other evidence, satisfactory to the County, of Lessee's obtaining and maintaining such insurance as is required hereunder as a condition prior to performing the tasks under this Agreement.

## 7. DEFAULT

If either party should make default in the performance of this agreement and should remain in default for a period of fifteen (15) days after receipt of written notice from the aggrieved party calling attention to such default and demanding performance, then and in that event the aggrieved party may at its option and election cancel this lease agreement by giving written notice of such cancellation. In the case of cancellation by the Lessor, it may retain all sums previously paid under this agreement as reasonable liquidated damages and shall be entitled to the immediate possession of the premises. In the event that Lessor shall employ attorneys to collect unpaid rent, retake possession of the above as described property, or to otherwise enforce the terms and provisions of this lease agreement, the Lessor shall be entitled to collect all reasonable attorney fees and other costs thereby incurred from the Lessee. The right of cancellation hereby conferred shall not be construed to limit any right or remedy otherwise available to an aggrieved party under the laws of New Mexico, including an action for specific performance.

## 8. TERMINATION

- A. Either party to this agreement may terminate it by giving notice to the other party sixty days (60) days prior to the desired termination date. This Agreement shall cease, determination and come to an end at the option of Lessor, thirty (30) days after notice in writing shall be personally served, or mailed, to Lessee, of the happening of any one of the following actions, conditions, failures, or omissions, to-wit:
- B. Lessee fails to make the payments when due or omits to perform or violates any of the covenants and conditions of this lease by Lessee to be performed or observed, or if Lessee shall fail to make reasonable efforts in light of the substantially all the premises occupied and open.
- C. Abandonment of the premises.
- D. In addition to the forgoing, should default be made in the payment of rental sums are due for a period of not less than thirty (30) days, Lessor shall have the option forthwith to terminate this lease and to re-enter the premises and take possession thereof.
- E. In any of the events of default or termination as is set forth in this paragraph, Lessor shall have the right and option to terminate the lease, to re-enter the premises and take possession thereof, remove all persons therefrom, with or without process of law, and to distrain for any rent, damages or other sums that may be due hereunder, any property belonging to Lessee and located on the premises. Whereupon Lessee shall quit and surrender peaceably the premises to Lessor and all of Lessee's rights herein and to the premises shall be deemed forfeited.
- F. A waiver by Lessor of any breach or breaches by Lessee of any one or more of the covenants and conditions hereof shall not constitute a waiver, nor shall the same affect the right of Lessor hereunder for any subsequent breach of any such other covenants or conditions.

## 9. HOLDING OVER:

Any holding over by Lessee after the expiration of the term of this lease shall be deemed an extension or renewal of this lease for an additional thirty (30) day period only, and thereafter such holding over shall be construed as a tenancy from month-to-month by extension of this lease under the terms and conditions of the lease.

10. NON-ASSIGNMENT:

Lessee shall not, in whole or in part, assign or sublet the said premises or this lease without having obtained the prior written consent of Lessor. Said consent shall not be unreasonably withheld.

11. OPTION TO EXTEND:

Lessee is herewith given the right, option and privilege of extending this lease, at Lessee's sole option, for an additional two (2) years provided; provided, however, that written notice of the exercise of said option be personally delivered, or deposited in the United States Mail with sufficient postage and correct address, to Lessor not less than thirty (30) days no more than ninety (90) days prior to the expiration of the primary term of this lease. Upon the valid and timely exercise of this option, the said lease shall be deemed extended upon the same terms as the primary lease, except that the option to extend shall not be in effect for the extended lease.

12. MISCELLANEOUS PROVISIONS:

- A. This lease shall be governed by the laws of the State of New Mexico. The parties further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Colfax, New Mexico. The County shall be subject in all cases to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Section 41-4-1, et seq., NMSA. 1978 comp. and Section 57-7-1 NMSA. 1978 comp) and any amendments thereto
- B. Time is of the essence of the each and every one of the conditions and terms of this agreement.
- C. All damage and payments resulting from a taking, damaging or condemnation of the said premises under the right of eminent domain shall have no right to any part thereof.
- D. Lessee may, upon the written agreement of Lessor, make alterations, additions or improvements in or about the said demised premises. All such improvements which are attached to the walls, floors and premises shall immediately merge and become a permanent part of the realty and shall remain on the premises.
- E. All notices to be given under this lease shall be deemed to have been properly delivered when personally delivered to either party, or deposited in the United States Mail with sufficient postage, addressed to:

Lessor at:

Colfax Board of Commission

Attention: Monte Gore, County Manager

P.O. Box 1498,  
Raton, New Mexico 87740

or

Lessee at:

116 South Third Street  
Raton, New Mexico 87740.

13. **BINDING EFFECT:**

The terms hereof shall extend to, and be binding upon, the heirs, administrators, executors, successors and assigns of the parties.

14. The Lessee shall secure, maintain and provide verification of all necessary Worker's Compensation insurance as may be required by law to provide coverage for the Contractor's employees hereunder.
15. The parties acknowledge that Lessee is an independent contractor, is not an agent or employee of the County, and Lessee has no authority to contract, incur liabilities, obligate, nor commit County in any form, fashion or manner.
16. This agreement represents the entire and integrated agreement between the parties hereto and supersedes in every respect all prior negotiations, representations or agreements, either written or oral. The parties' agreement as set forth herein may be subsequently modified or amended only by written instrument signed by Lessor and Lessee.
17. The Lessee shall neither sublet the leased premises, nor any part thereof, nor assign this Lease Agreement or any interest therein.
18. **SEVERABILITY:** If one or more of the provisions contained in this agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been a part hereof.
19. **EFFECTIVE DATE:** This Agreement shall be in full force and effect upon signature of both parties.
20. **WAIVER.** The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

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

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SI TRUJILLO, CHAIRMAN

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MARY LOU KERN, VICE CHAIR

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BRET WIER, MEMBER

ATTEST:

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RAYETTA M. TRUJILLO, CLERK

YOUTH HEARTUNE

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EXHIBIT "A" ATTACHED FOR PROPERTY DESCRIPTION

**STATE OF NEW MEXICO**  
**PROFESSIONAL SERVICES AGREEMENT**

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

IT IS AGREED AS FOLLOWS:

**1. Scope of Work**

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

**Pre-Trial**

- 1) The Magistrate and District Court Judges in Colfax County have identified M.R.S. Monitoring and Recovery Services (Contractor) as the District's acknowledged Community Custody Program for purpose of allowing credit for time served by Defendants placed on the Electronic Monitor, SCRAM Unit or GPS Unit. Following the arrest and at the time of the Arraignment, the Magistrate Judge and/or the District Court Judge will have the ability to refer Defendants for an assessment to the Community Custody Program. The Assessment will be for the purpose of assessing the risk that the Defendant presents to the community and ultimately provide the Court with recommendations for possible release and further recommendations as to what type of conditions of release should be included in the release order. The Contractor will utilize two different assessment tools for the purpose of the above-mentioned evaluation, which the Judges are familiar with, these are the Defendant Questionnaire and the ADE NEEDS Assessment. These tools are utilized along with an individual face-to-face interview with the defendant, prior to preparing the report and delivering the report to the appropriate Court. The Contractor's assessment and report to the Court will also include the Contractor's assessment of the Defendants' position on the Sliding Fee Scale attached hereto as Exhibit A. The report will be submitted to the Court within five working days of receiving the referral.
- 2) Once it is determined that the Defendant may be released without the Electronic Monitor, SCRAM Unit or GPS Unit and released under specialized conditions, such as random drug screens, the Defendant will report to the Community Custody Program with M.R.S. Monitoring and Recovery Services and be responsible for paying for the drug screens and report as determined appropriate to the program staff. The Defendant will be responsible for all fees in this situation.



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

#### **Post Conviction (Sentencing Stage)**

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

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

**2. Compensation**

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

**OM 500 GPS Ankle Bracelets**

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

**SCRAM Continuous Alcohol Monitoring (CAM)**

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

**SOBER - Link Handheld Breathalyzer**

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

**Remote Alcohol Breathalyzer**

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

**SCRAM Base Station**

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

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

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

### **3. Term**

This Agreement runs from **July 1, 2023 through June 30, 2024**, unless terminated pursuant to Paragraph 4. Work hours shall be determined by the Contractor to provide the contracted services as soon as possible.

### **4. Renewal**

County shall have the right, but not the obligation, to renew this Contract under the same terms and conditions including compensation, as exist for the current term for a total number of two (2) more renewals by providing the contractor with notice of renewal prior to the end of the current term or any subsequent term.

### **5. Termination**

This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform the date of termination.

### **6. Status of Contractor**

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

### **7. Assignment**

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

### **8. Subcontracting**

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

**9. Records and Audit**

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

**10. Release and Agency**

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

**11. Product of Services, Copyright**

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

**12. Conflict of Interest**

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

**13. Prohibition against Dual Compensation**

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

**14. Amendment**

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

**15. Scope of Agreement**

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

**16. Equal Employment Opportunity**

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

**17. Confidentiality**

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

**18. Applicable Law**

The applicable laws, statutes, rules and regulations of the State of New Mexico shall govern this Agreement.

**19. Notice**

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

**20. State Certification**

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

**21. Liability**

The Contractor verifies that it is insured against liabilities that can arise out of this contract.

**22. Effective Date is July 1, 2023.**

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

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed this 6<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
SI TRUJILLO, CHAIRMAN

\_\_\_\_\_  
MARY LOU KERN, VICE CHAIR

\_\_\_\_\_  
BRET WIER, MEMBER

ATTEST:

\_\_\_\_\_  
RAYETTA M. TRUJILLO, CLERK

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

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



## COLFAX COUNTY, NEW MEXICO

### PROFESSIONAL SERVICES CONTRACT

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

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

WHEREAS, Contractor having represented it is aware of the requirements of performing the services in a detention center (jail) environment with an estimated population of 80. NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows.

#### REPRESENTATIONS

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

NOW THEREFORE, IT IS AGREED BETWEEN THE PARTIES:

#### A. Scope of Work

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

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



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

**B. Performance Measures.** Contractor shall:

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

**C. Compensation.**

1. Colfax County shall pay the Contractor on a monthly as billed basis. **The total amount payable to the Contractor under this Agreement including gross receipts tax and expenses, shall not exceed the annual total of \$241,304.17. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. Contractor is responsible for notifying Colfax County when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.**

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

3. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If Colfax County finds that the services are not acceptable, within thirty 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, Colfax County shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

**D. Term.**

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

**E. Termination.**

1. Termination.

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least sixty (60) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, Colfax County's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if Colfax County is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party: provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by Colfax County or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds or due to the Appropriations paragraph herein. **THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE COUNTY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT**

## 2. Termination Management.

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

### **F. Colfax County Commission Approval.**

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

### **G. Status of Contractor.**

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

### **H. Assignment.**

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

### **I. Subcontracting.**

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

### **J. Release.**

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

### **K. Product of Service -- Copyright.**

All materials developed or acquired by the Contractor under this Agreement shall become the property of Colfax County no later than the termination date of this Agreement. Nothing

developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

**L. Conflict of Interest: Governmental Conduct Act.**

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

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

a) in accordance with Section 10-16-4.3 NMSA 1978 the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Colfax County employee if such employee was or is employed by Colfax County and participating directly or indirectly in Colfax County's contracting process.

b) this Agreement complies with Section 10-16-7(A) NMSA 1978 because (i) the Contractor is not a public officer or employee of Colfax County; (ii) the Contractor is not a member of the family of a public officer or employee of Colfax County; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of Colfax County, a member of the family of a public officer or employee of Colfax County, or a business in which a public officer or employee of Colfax County or the family of a public officer or employee of Colfax County has a substantial interest, public notice was given as required by Section 10-16-7(A) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

c) in accordance with Section 10-16-8(A) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of Colfax County within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of Colfax County whose official act, while in County employment, directly resulted in Colfax County's making this Agreement;

d) this Agreement is not a sole source or small purchase contract, and this Agreement was awarded in accordance with the provisions of the Procurement Code;

e) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and

f) in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of Colfax County.

3. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which Colfax County relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to Colfax

County if, at any time during the term of this Agreement, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to Colfax County and notwithstanding anything in the Agreement to the contrary, Colfax County may immediately terminate the Agreement.

4. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(8).

**M. Amendment.**

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

2. If Colfax County proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

**N. Merger.**

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

**O. Penalties for violation of law.**

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

**P. Equal Opportunity Compliance.**

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

**Q. Applicable Law.**

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978 (Colfax County). By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

**R. Workers Compensation.**

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

**S. Records and Financial Audit.**

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

**T. Indemnification.**

The Contractor shall defend, indemnify and hold harmless Colfax County from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of Colfax County.

**U. Insurance.** The Contractor shall maintain and keep in force Insurance Policies in amounts and with coverage not less than that provided in the policies provided to Colfax County as part of their proposal.

**V. Invalid Term or Condition.**

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

**W. Enforcement of Agreement.**

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by

a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

**X. Notices.**

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

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

To the Contractor:

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

**Y. Authority.**

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

**IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 6th day of June, 2023.**

\_\_\_\_\_  
**SI TRUJILLO, CHAIRMAN**

\_\_\_\_\_  
**MARY LOU KERN, VICE CHAIR**

\_\_\_\_\_  
**BRET WIER, MEMBER**

**ATTEST:**

\_\_\_\_\_  
**RAYETTA M. TRUJILLO, CLERK**

\_\_\_\_\_  
**ABE BALSAMO, PRESIDENT**  
**ABE BALSAMO & CO.**

\_\_\_\_\_  
**Date**

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



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**AGREEMENT FOR INMATE CONFINEMENT  
BETWEEN  
THE COUNTY OF COLFAX AND County of Roosevelt**

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

**Recitals**

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

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

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

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

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

b. Extraordinary Care: Medical care NOT deemed by VMDC to be within the scope of routine and ordinary care or excluded medical services by VMDC shall be considered to be “extraordinary care” for purposes of this contract. Extraordinary care shall be the financial responsibility of the County of Roosevelt. The expense associated with VMDC’s provision of extraordinary care shall be billed to the County of Roosevelt at actual cost. A detainee appearing to require extraordinary care shall be evaluated by the Medical Director/Health Authority to determine 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. 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 31<sup>st</sup> 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

\_\_\_\_\_  
Bret Wier, Member

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo (Colfax County Clerk

(\_\_\_\_\_) County New Mexico

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
City Clerk

# Colfax County BID Opening

Date: 5/24/2023 Time: 2:01 RFB#: 2023-03 Number of BIDs Received: 2

Chief Procurement Officer: Virginia Strohm

Recorder Name: Tina Palangelo Recorder Title: Executive Assistant

Observers: Glen Stevens, Tabitha Auitia, Lance Larrew

**BIDS Received From:**

Vendor	Date/Time Rec	BID Amount	Campaign Contrib. Form Included	Veteran Pref	VP BID Amount
4 Rivers Equipment	5/24/2023 1:01 PM	\$4435.23 per month + use tax	yes	n/a	n/a
Power motive Corp	5/15/2023 11:05 am	\$4200.00	yes	n/a	n/a

Commission Recommendation: 4 Rivers Recommended Bid - Due to lowest bid From Power Motor Corp Not meeting specs



# 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](http://www.co.colfax.nm.us)

County Commissioners

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

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

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

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

Elected Officials

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

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

Royal Quint  
 Probate Judge  
 (575) 445-9565

June 6, 2023

4Rivers Equipment  
 Attention: Lance Larrew  
 685 E Enterprise Dr.  
 Pueblo, CO 81007

RE: RFB 2023-03, Lease Tandem Grader for the Road Dept

Dear Mr. Larrew,

On behalf of Colfax County, New Mexico, thank you for your bid on the above Request for Bid. The bid opening occurred on May 24<sup>th</sup>, 2023. There were 2 Bids submitted by the deadline, including your bid. Your bid was approved by the Colfax County Commission. Colfax County appreciates your time and consideration for the bid.

If you have questions, please feel free to call Colfax County Managers Office.

Respectfully,

  
 Virginia Strohm

Chief Procurement Officer & Accounts Payable





*Colfax County*  
*Board of Commissioners*



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Royal Quint  
Probate Judge  
(575) 445-9565

June 6, 2023

Power Motive Corp  
Attention: Jay Nielson  
2259 Commercial Blvd  
Colorado Springs, CO 80906

RE: RFB 2023-03, Lease 1 Tandem Grader for the Road Dept

Dear Mr. Nielson,

On behalf of Colfax County, New Mexico, thank you for your bid on the above Request for Bid. The bid opening occurred on May 24<sup>th</sup>, 2023. There were 2 Bids submitted by the deadline, including your bid. However, I'm sorry to inform you that your bid did not meet our minimum specification list. Colfax County appreciates your time and consideration for the bid.

If you have questions, please feel free to call Colfax County Managers Office.

Respectfully,

  
Virginia Strohm

Chief Procurement Officer & Accounts Payable

# Colfax County BID Opening

Date: 5/24/2023 Time: 2:07 RFB#: 2023-04 Number of BIDs Received: 2

Chief Procurement Officer: Virginia Stroh

Recorder Name: Tina Colangelo Recorder Title: Executive Assistant

Observers: Glen Stevens, Tabitha Auitia, Lance Larrew

**BIDS Received From:**

Vendor	Date/Time Rec	BID Amount	Campaign Contrib. Form Included	Veteran Pref	VP BID Amount
Four Rivers Equipment	5/24/2023 1:01 pm	\$ 3732.00 per machine per month + use tax	yes	n/a	n/a
Power Motive Corp	5/15/2023 11:05 am	\$ 7,260.00 per month per 2	yes	n/a	n/a

**Commission Recommendation:** 4 Rivers Recommended Bid due to lowest  
~~Bid~~ Not meeting spec  
 From Power Motive Corp



# Colfax County

## Board of Commissioners



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 (575) 445-2314

Royal Quint  
 Probate Judge  
 (575) 445-9565

June 6, 2023

4Rivers Equipment  
 Attention: Lance Larrew  
 685 E Enterprise Dr.  
 Pueblo, CO 81007

RE: RFB 2023-04, Lease 2 New Wheel Loaders for the Road Dept

Dear Mr. Larrew,

On behalf of Colfax County, New Mexico, thank you for your bid on the above Request for Bid. The bid opening occurred on May 24<sup>th</sup>, 2023. There were 2 Bids submitted by the deadline, including your bid. Your bid was approved by the Colfax County Commission. Colfax County appreciates your time and consideration for the bid.

If you have questions, please feel free to call Colfax County Managers Office.

Respectfully,

  
 Virginia Strohm

Chief Procurement Officer & Accounts Payable



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*Board of Commissioners*



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Royal Quint  
Probate Judge  
(575) 445-9565

June 6, 2023

Power Motive Corp  
Attention: Jay Nielson  
2259 Commercial Blvd  
Colorado Springs, CO 80906

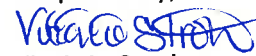
RE: RFB 2023-04, Lease 2 New Wheel Loaders for the Road Dept

Dear Mr. Nielson,

On behalf of Colfax County, New Mexico, thank you for your bid on the above Request for Bid. The bid opening occurred on May 24<sup>th</sup>, 2023. There were 2 Bids submitted by the deadline, including your bid. However, I'm sorry to inform you that your bid did not meet our minimum specification list. Colfax County appreciates your time and consideration for the bid.

If you have questions, please feel free to call Colfax County Managers Office.

Respectfully,



Virginia Strohm

Chief Procurement Officer & Accounts Payable



# Colfax County

## Board of Commissioners



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### RESOLUTION #2023-16

#### County Commissioners

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(505) 617-6893

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#### 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

### A RESOLUTION TO PROCLAIM EXTREME OR SEVERE DROUGHT CONDITIONS WITHIN COLFAX COUNTY AND TO BAN THE SALE AND USE OF CERTAIN FIREWORKS IN THE UNINCORPORATED PORTIONS OF THE COUNTY.

**WHEREAS**, pursuant to Section 60-2C-8. I, NMSA 1978, a part of the Fireworks Licensing and Safety Act, the governing body of a county may issue a proclamation declaring extreme or severe drought conditions within the unincorporated portion of the county affected by extreme or severe drought conditions, and

**WHEREAS** the Colfax County Commission finds that the most recent National Integrated Drought Information System report indicates that Colfax County is experiencing MODERATE OR SEVERE drought conditions, and

**WHEREAS** the Colfax County Commission further finds that the most recent NOAA/NCDC Palmer Long Term Drought Indices Conditions show Severe drought conditions for Colfax County, and

**WHEREAS**, the danger of range, brush, grass, forest, and structure fires is extremely high in Colfax County, and

**WHEREAS**, current fire conditions such as low humidity, weather and fuel content make fire immediate and potentially disastrous possibility, and  
**WHEREAS** the health, safety and welfare of the citizens are in danger as a result of such conditions, and

**WHEREAS** the discharge or use of fireworks and, in particular, the discharge or use of fireworks that are not under the absolute and complete control of the persons using them and retained within jury area where there are no combustible materials of any sort whatsoever, is likely to cause the ignition of a fire that could cause death, injury or serious property damage within the County,



# Colfax County

## Board of Commissioners



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### County Commissioners

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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  
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### **NOW THEREFORE, THE BOARD OF COUNTY COMMISSIONERS HEREBY RESOLVES AND PROCLAIMS AS FOLLOWS:**

1. The sale or offer to sell any firework and use of missile-type rockets, helicopters, aerial spinners, stick-type rockets, mines, aerial shells/mortars, and ground audible devices are banned within the affected drought area which shall include all unincorporated portions of Colfax County.
2. The use of fireworks not banned listed above is limited to areas that are paved or barren and that have a readily accessible source of water for use by the homeowner or the general public.
3. The use of all fireworks within the wildlands of Colfax County are banned.
4. Display fireworks may be banned or restricted if current conditions persist.
5. This Resolution and Proclamation shall be effective for 30 days from the date below but may be reissued if extreme or severe drought conditions warrant. Further, this Resolution and Proclamation may be modified or rescinded within the 30 days of their effectiveness if the Board of County Commissioners, after conducting a hearing, determines that weather conditions have improved.

**SEVERABILITY CLAUSE:** Should any section, paragraph, clause, or provision of this Proclamation be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of the Proclamation.



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Done in open meeting this 6<sup>th</sup> day of June 2023.

### COLFAX COUNTY BOARD OF COMMISSIONERS

---

Si Trujillo, CHAIRMAN

---

May Lou Kern, VICE-CHAIR

---

Bret Wier, MEMBER

ATTEST:

---

Rayetta M. Trujillo, CLERK OF THE BOARD



# Colfax County

## Board of Commissioners



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### RESOLUTION #2023-17

#### County Commissioners

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### **AUTHORIZING 75% PICK-UP OF PERA MUNICIPAL GENERAL PLAN 2 MEMBER CONTRIBUTIONS EFFECTIVE JULY 2023**

**WHEREAS** NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to fifty percent of its employees' member contributions to the Public Employees Retirement Association (PERA) under certain conditions.

**WHEREAS** (explain the circumstances, i.e.: union agreement, equity, etc., why the governing body is adopting this resolution).

**WHEREAS** Colfax County desires to make seventy-five percent (75%) of employee contributions for its municipal employees covered under PERA Municipal General Member Coverage Plan 2. After the pickup of member contributions, the employee's contribution percentage will be 2.9125% of salary, and the employer pick-up of employee contributions will be 8.7375% of salary in addition to the required 10.80% of employer contributions required under the plan.

**WHEREAS**, pursuant to NMSA 1978, Section 10-11-5, this Resolution is irrevocable (subject to the exceptions set forth in Section 10-11-5) and shall apply to all Colfax County general employees within PERA Municipal General Member Coverage Plan 2.

**THEREFORE, BE IT RESOLVED**, that Colfax County, pursuant to NMSA 1978, Section 10-11-5, hereby elects to be responsible for making contributions of seventy-five percent (75%) of employees' member contributions to the Public Employees Retirement Association for its police member employees under PERA Municipal General Member Coverage Plan 2.





# Colfax County Board of Commissioners



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**PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF  
THE COLFAX COUNTY THIS 6<sup>th</sup> DAY OF June 2023.**

**Colfax County Board of Commissioners**

\_\_\_\_\_  
Si Trujillo, Chairman

\_\_\_\_\_  
Mary Lou Kern, Vice-Chairman

\_\_\_\_\_  
Bret Wier, Member

ATTEST:

\_\_\_\_\_  
RAYETTA M. TRUJILLO, Colfax County Clerk



# Colfax County

## Board of Commissioners



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### RESOLUTION #2023-18

#### **AUTHORIZING 75% PICK-UP OF PERA MUNICIPAL POLICE PLAN 4 MEMBER CONTRIBUTIONS EFFECTIVE JULY 2023**

**WHEREAS** NMSA 1978, Section 10-11-5, authorizes affiliated public employers to be responsible for making contributions of up to seventy-five percent of its employees' member contributions to the Public Employees Retirement Association (PERA) under certain conditions.

**WHEREAS** (explain the circumstances, i.e.: union agreement, equity, etc., why the governing body is adopting this resolution).

**WHEREAS** Colfax County desires to make seventy-five percent (75%) of employee contributions for its municipal employees covered under PERA Municipal Police Member Coverage Plan 4. After the pickup of member contributions, the employee's contribution percentage will be 3.71% of salary, and the employer pick-up of employee contributions will be 11.14% of salary in addition to the required 20.15% of employer contributions required under the plan.

**WHEREAS**, pursuant to NMSA 1978, Section 10-11-5, this Resolution is irrevocable (subject to the exceptions set forth in Section 10-11-5) and shall apply to all Colfax County police employees within PERA Municipal Police Member Coverage Plan 4.

**THEREFORE, BE IT RESOLVED**, that Colfax County, pursuant to NMSA 1978, Section 10-11-5, hereby elects to be responsible for making contributions of seventy-five percent (75%) of employees' member contributions to the Public Employees Retirement Association for its police member employees under PERA Municipal Police Member Coverage Plan 4.



# Colfax County Board of Commissioners



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**PASSED, APPROVED AND ADOPTED BY THE GOVERNING BODY OF  
THE COLFAX COUNTY THIS 6<sup>th</sup> DAY OF June 2023.**

**Colfax County Board of Commissioners**

\_\_\_\_\_  
Si Trujillo, Chairman

\_\_\_\_\_  
Mary Lou Kern, Vice-Chairman

\_\_\_\_\_  
Bret Wier, Member

ATTEST:

\_\_\_\_\_  
RAYETTA M. TRUJILLO, Colfax County Clerk



# Colfax County

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### Resolution Number 2023-19

#### **A Resolution Designating the Location of Election Places for all Statewide Elections Conducted in 2024 and 2025 and Appointing the Board of Registration Members for the County**

**WHEREAS**, pursuant to the New Mexico Statutes Annotated 1978, Section 1-3-2 (2021) in June of 2021 the Board of County Commissioners by resolution shall designate the location of election day polling places in the county for the conduct of any statewide election conducted in calendar years 2022 and 2023; *and*

**WHEREAS** the Board of County Commissioners finds that each polling place designated in this resolution complies with the provisions of NMSA 1978, Section 1-3-7 (2021), titled Polling Places; *and*

**WHEREAS**, the Board of County Commissioners finds that the Voting Convenience Centers created by this resolution will make voting more convenient and accessible to voters of the consolidated precinct, will not result in delays in the voting process, and are centrally located within each consolidated precinct; and further that the Voter Convenience Centers created by this Resolution along with any Early Voting locations which the County Clerk determines to maintain open on Election Day as additional Voter Convenience Centers all meet the requirements of Subsections B and C of NMSA 1978, Section 1-3-4 (2021) and will be available to voters of any precinct in the county to cast a vote at the Voting Convenience Center; *and*

**WHEREAS** the Board of County Commissioners finds that each polling place provides individuals with physical mobility limitations unobstructed access to at least one voting machine; *and*

**WHEREAS** this Resolution is subject to amendment should there be precinct boundary adjustments once the final results of the 2020 Decennial Census are received by New Mexico from the Census Bureau; *and*

**WHEREAS**, pursuant to NMSA 1978, Section 1-4-34 (2021), the Board of County Commissioners shall at its first meeting in June of 2021 appoint the Board of Registration for the County who, pursuant to NMSA 1978, Section 1-4-37 (2021), shall serve a term from July 1, 2023, through June 30, 2025.



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## Board of Commissioners



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**NOW, THEREFORE, BE IT RESOLVED** that the Board of County Commissioners designates the election day polling locations for any Statewide Election to be conducted in 2024 and 2025 as follows:

Precinct Numbers

Location & Address

**Voter Convenience Centers (VCC):**

*(All voters in the county may vote at these locations, regardless of where they live.)*

1 Eagle Nest	Community Center – VCC	151 Willow Creek Drive Eagle Nest, NM
8-9 Angel Fire	Community Center - VCC	15 CS Ranch Road Angel Fire, NM
2-3 Cimarron	Village Hall - VCC	356 9 <sup>th</sup> Street B, Cimarron, NM
4-5 Springer	LUNA Community College - VCC	516 Maxwell Avenue, Springer, NM
7 Maxwell	School Auditorium - VCC	4 <sup>th</sup> Street and Parque Maxwell, NM
10-22	St. Patrick/St. Joseph Parish Hall – VCC	104 Buena Vista Street Raton, NM
10-22	Raton Convention Center - VCC	901 South 3 <sup>rd</sup> Street Raton, NM
Absentee/In Person	Courthouse-Clerk’s Office	230 North 3 <sup>rd</sup> Street Raton, NM
Absentee/Mail	Courthouse-Clerk’s Office	230 North 3 <sup>rd</sup> Street Raton, NM



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**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board of County Commissioners hereby appoints the following five voters, who meet the qualifications of Subsection B of NMSA 1978, Section 1-4-34 (2021) to serve as the Board of Registration for the county from July 1, 2023, through June 30, 2025:

ROY FERNANDEZ  
JOSEPHINE YOUNG  
LITA BERNAL  
KATHY MCQUEARY  
ROBERT MORPER  
ROBERT CALDARELLI

**PASSED, APPROVED, and ADOPTED** this 6<sup>th</sup> day of June 2023.

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Si Trujillo, Chairman

\_\_\_\_\_  
Mary Lou Kern, Vice-Chairman

\_\_\_\_\_  
Bret Wier, Member

**SEAL**

ATTEST:

\_\_\_\_\_  
Rayetta M. Trujillo, County Clerk

## Colfax County Wildland Fire Coordinator Job Description

Position Title: **Wildland Fire Coordinator**

Department:

Reports To:

FLSA Status:

Salary Range:

### Position Summary:

**This position is responsible** for implementation of county wildland fire management activities with federal, state, and local government agencies, having responsibility for wildland fire management. This effort will require coordination efforts with county/municipal/tribal fire departments and community organizations, federal, state, and local government agencies having responsibility for wildland fire management, including the appropriate inter-agency dispatch center.

### ESSENTIAL DUTIES AND RESPONSIBILITIES

Tasks include but are not limited to:

- Use or create Community Wildfire Protection Plan (CWPP) to develop fire protection policies and ordinances that will meet the objectives of the CWPP. Participate in wildland/urban interface assessment planning and assist in coordinating projects in communities at risk as defined within the county and in coordination with Energy Minerals and Natural Resources Department – Forestry Division and other federal, state, and local government agencies and the public. Work with County Fire Marshal and volunteer department chiefs to develop policies, guidelines, regulations, and ordinances, pertaining to wildfire fire management and prevention, county-wide and within volunteer department response areas.
- Make recommendations to ~~the fire chief's~~[the Colfax County Fire Marshall's](#) various performance-based ideas and settings for the proper and efficient operations of the office as it pertains to wildfire protection, planning or other aspects of wildfire operations.
- Serve as liaison to the Forestry Division in the event of a wildland fire within the county; this includes education, training, recovery, and response.
- Coordinate wildland fire management activities and participate in wildland/urban interface assessment planning and assist in coordinating projects in communities at risk as identified in the CWPP with the Forestry Division and other federal, state, and local government agencies and the public.
- Enforce County policies, regulations, guidelines, and ordinances to ensure compliance with county CWPP policy, guidelines, and ordinances.
- Participate in the New Mexico Resource Mobilization Plan coordinating group's annual meeting. Create a red card system for county fire fighters and departments in conjunction with the Incident Qualification System

- Assess and document countywide wildland fire and Incident Command System (ICS) training needs, and coordinate wildland fire and ICS training courses for county fire fighters, as they become available with the Forestry Division, or seek alternate sources to address training needs and meet standards of training compliance. Work with the County Fire Chief's Association (or organized wildfire protection groups) to determine basic, intermediate, and advanced wildland fire fighting training courses to be provided to the association and other cooperating agencies.
- Implement the national wildland qualifications system for County fire fighters. Develop individual qualifications files to be retained by the county (including information on courses completed, identifying whether the fire fighter meets fitness requirements, etc.) for fire fighters who are wildland qualified to track training, experience, fitness, and qualifications.
- Search and apply for grants that provide funding to address Wildland/urban interface issues. Documents grant opportunities and applications; EMNRD Forestry Division in cooperation with the US Forest Service offers VFA Grant Award of \$24,999.00 for Wildland Fire Coordinator position to help bolster wildland fire response capacity in New Mexico. 2
- Develop and implement countywide standards for wildland and structural firefighting training to make fire fighters aware of safety issues and improve their performance.
- Develop and implement a plan for recruiting and retaining volunteer fire fighters to fight wildfires in the county.
- Develop and implement a fire prevention plan to help minimize the number of human-caused fires and help protect wildland/urban interface areas.
- Assist with inspections of all wildland fire fighting apparatus, and personal protective equipment and provide written inspection reports to the County annually. Assist the Fire ~~Chief~~ Marshal with each request for reimbursement. Perform final audit of wildland invoices that to be submitted for reimbursement to State Forestry
- Develop plans for county rural fire departments for wildland fire fighting activities.
- Promotes training opportunities for both volunteer firefighters and the public.
- Upon request during an actual event, serve as assistant to the County Fire Marshal and/or the County Emergency Manager in performance of his duties as required.
- Provide a daily report of activities, accomplished and tasks that are in process for compliance with the wildland coordinator grant.
- Maintain accurate mileage reports.



**MACHINES, TOOLS, AND EQUIPMENT USED**

Basic office equipment, two-way radio, telephone, county, or department vehicle if provided, and other machines, tools, and other equipment as may be required.

**QUALIFICATIONS**

High School diploma, minimum of two years’ experience in a governmental or private setting performing in fire suppression and prevention or related positions. Individual must possess a valid New Mexico driver’s license. Have a good driving record at all times while employed as Wildland Fire Coordinator. This position is safety sensitive and may be subject to drug testing. Minimum of IC-4 or Engine/Crew Boss qualified with annual wildland fire refresher training and pack testing at the arduous level.

**SKILL REQUIREMENTS**

Must be able to communicate verbally and in writing daily, must be knowledgeable and productive in the use of computers and software for completing assignments. Examples of software used include Microsoft Word, Excel, Power Point, etc. Must be able to manage problems and motivate people to coordinate multi-agency activities, ability to meet and deal with government officials and the public, and to complete tasks under pressure and adverse conditions. Must be able to respond to calls after hours and work in inclement working conditions. As well as attend meetings during and after hours. Must be able to address groups of 15 or more individuals on issues involving planning, coordinating, and implementing wildland urban interface programs and trainings. May require travel in and out of the state for training or educational purposes. Understanding of NIMS and ICS systems and implementation during wildland incidents.

**EMPLOYEE ACKNOWLEDGEMENT**

I have read my Job Description and understand my assigned responsibilities and have been given a copy of this Job Description. I certify by my signature below that I understand the demands and expectations of the position and to the best of my knowledge I can perform the essential functions of this\_ Job Description. I understand my employment application is expressly subject to the Colfax County’s hiring and employment policies or directives from the County Fire Marshall.

Accepted by: \_\_\_\_\_  
*Employee* \_\_\_\_\_  
*Date*